

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

BOARD OF DIRECTORS

REGULAR MEETING AGENDA
JUNE 23, 2006
9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

BOARD OF DIRECTORS MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

Board of Directors

Commissioner Bruno Barreiro
James A. Cummings
Marie Horenburger

Neisen Kasdin
Jeff Koons, Chair
John Martinez

George Morgan, Jr.
Commissioner James Scott
Bill T. Smith

Executive Director

Joseph Giulietti

BOARD OF DIRECTORS REGULAR MEETING
OF JUNE 23, 2006

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL - Additions, Deletions, Revisions

DISCUSSION ITEMS

MATTERS BY THE PUBLIC - Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Board of Directors' Regular Meeting of May 26, 2006.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1. MOTION TO APPROVE: Second Amendment to the South Florida Regional Transportation Authority's (SFRTA) FY 2005-06 Operating Budget, increasing Train Fuel by \$285,000, General & Administration by \$50,000 and Marketing by \$50,000 and decreasing Train Operations by \$136,000, Professional Fees by \$125,000 and Reserve by \$124,000. The total budget for FY 2005-06 remains the same at \$38,015,997 (see Exhibit 1).

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher Bross

- R2. MOTION TO APPROVE: South Florida Regional Transportation Authority's (SFRTA) FY 2006-07 Capital Budget in the amount of \$38,209,000.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Christopher Bross

- R3. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority and the Florida Department of Transportation for Operating Funds in the amount of \$16,477,000.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Christopher Bross

- R4. MOTION TO APPROVE: Third Amendment to Agreement No. 02-710 between the South Florida Regional Transportation Authority (SFRTA) and Greenberg Traurig, P.A. for General Counsel Legal Services, exercising the second of two (2) one (1) year renewal options in the firm fixed amount of \$125,000.

Department: Executive
Project Manager: Joseph Giulietti

Department Director: Joseph Giulietti
Procurement Director: Christopher Bross

- R5. MOTION TO APPROVE: Third Amendment to Agreement No. 01-611 between South Florida Regional Transportation Authority (SFRTA) and the C² Group, LLC for federal legislative consultant services, to extend contract term through December 31, 2006, in the firm, fixed price amount of \$8,167 per month.

Department: Planning & Capital Development
Project Manager: Cheryl Clark

Department Director: Jack Stephens
Procurement Director: Chris Bross

- R6. MOTION TO APPROVE: Agreement No. 06-515 between the South Florida Regional Transportation Authority (SFRTA) and Thompson Coburn, LLP for Federal Legal Consultant Services for a period of three years with two one-year optional renewal periods, in the annual maximum not-to-exceed amount of \$30,000.00.

Department: Executive
Project Manager: Jeffrey Olson

Department Director: Joseph Giulietti
Procurement Director: Chris Bross

- R7. MOTION TO APPROVE: Agreement No. 06-852 between the South Florida Regional Transportation Authority (SFRTA) and Mitigating Circumstances, Inc., for construction of the Holland Park Mitigation Project, in the total contract amount of \$374,414.62.

Department: Engineering & Construction
Project Manager: Mark Pistiner, P.E.

Department Director: Daniel Mazza, P.E.
Procurement Director: Chris Bross

R8. MOTION TO APPROVE: The Evaluation and Selection Committee for the analysis and ranking of proposals for the Universal Automated Fare Collection System. The members include: **Renee L. Mathews**, CPA – SFRTA Manager of Special Projects and Regional Program Manager for the Universal Automated Fare Collection System (UAFCS) Project; **Hugh W. Chen**, P.E., - MDT Chief, Field Engineering and Systems Maintenance and MDT Project Manager for the UAFCS Project; **Jose H. Rodriguez**, - MDT Lead Field Test Engineer and MDT Deputy Project Manager for the UAFCS Project; **Daniel Mondesir**, - MDT Construction Manager III; and, **James Fourcade**, - BCT Transit Manager of Maintenance.

Department: Executive
Project Manager: Renee Mathews

Department Director: Joseph Giulietti
Procurement Director: Christopher Bross

R9. MOTION TO APPROVE: Change Order No. 4 to Agreement No. 03-195, between the South Florida Regional Transportation Authority (SFRTA) and Colorado Railcar Manufacturing, LLC, to purchase priority spare parts and running repairs for the Double Deck DMU's and Bi-level Coach's, in the amount of \$591,387.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R10. MOTION TO APPROVE: First Amendment to Agreement No. 05-107, between the South Florida Regional Transportation Authority and the South Florida Education Center Transportation Management Association (SFEC) for Feeder Bus Transportation Services. Under the Agreement, SFRTA will provide 50% of the operating funds for the SFEC's route, in the maximum not-to-exceed amount of \$95,000 for Fiscal Year 2007.

Department: Operations
Project Manager: Edward Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R11. MOTION TO APPROVE: First Amendment to Agreement No. 05-106, between the South Florida Regional Transportation Authority and the Downtown Fort Lauderdale Transportation Management Association for Feeder Bus Transportation Services. Under the Agreement, SFRTA will provide 50% of the operating funds for the Downtown Ft. Lauderdale TMA route, in the maximum not-to-exceed amount of \$45,000 for Fiscal Year 2007.

Department: Operations
Project Manager: Edward Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

- R12. MOTION TO APPROVE: Joint Participation Agreement (JPA) No. 62 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of feeder bus enhancements, in the amount of \$350,000.

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Chris Bross

- R13. MOTION TO APPROVE: Issuance of Request for Proposal No. 06-113 for Procurement of Maintenance Services for SFRTA's Commuter Rail Rolling Stock (Exhibits 1 and 2 attached).

Department: Operations
Project Manager: Edwards Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

- R14. MOTION TO APPROVE: Issuance of Request for Proposal No. 06-112 for Procurement of Operating Services for SFRTA's Commuter Rail System (Exhibits 1 and 2 attached).

Department: Operations
Project Manager: Edwards Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

- R15. MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

Department: Planning and Capital Development
Project Manager: Loraine Kelly-Cargill

Department Director: Jack Stephens
Procurement Director: Chris Bross

- R16. MOTION TO ELECT: SFRTA Chair and Vice-Chair for Fiscal Year 2006-07.

Department: N/A
Project Manager: N/A

Department Director: N/A
Procurement Director: N/A

- R17. MOTION TO APPROVE: SFRTA Policy Regarding Current and Former Board Members and Employees.

Department: Legal
Project Manager:

Department Director:
Procurement Director:

R18. A. MOTION TO APPROVE: Agreement No. 06-115, between the South Florida Regional Transportation Authority (SFRTA) and Rotem Company, to provide services for the manufacture, delivery, testing and warranty of two (2) commuter rail cars in the total amount of \$3,547,930.

B. MOTION TO APPROVE: Delegation of Board authority to staff for approval of Change Orders in the amount up to \$100,000 under Agreement No. 06-115. Should the cumulative Change Order amount exceed \$100,000, the Construction Oversight Committee shall approve any additional Change Orders up to 30% of the contract amount and up to a 1-year extension of the contract.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Chris Bross

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY COMMITTEE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- I-1. INFORMATION – South Florida Regional Transportation Authority Strategic Regional Transit Plan
- I-2. INFORMATION – South Florida East Coast Corridor Transit Analysis (SFECCTA) Study
- I-3. INFORMATION – SFRTA Fiscal Year 2006-07 Federal Legislative Status Report
- I-4. INFORMATION – South Florida Regional Transportation Authority Fiscal Year 2006-07 State

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – May
- B. [RIDERSHIP GRAPHS](#) – May
- C. [ON-TIME PERFORMANCE GRAPHS](#) – May
- D. [MARKETING MONTHLY SUMMARY](#) – May
- E. [BUDGETED INCOME STATEMENT](#) – May
- F. [PAYMENTS OVER \\$2,500.00](#) – May
- G. [REVENUE AND FARE EVASION REPORTS](#) – May
- H. [SOLICITATION SCHEDULE](#) – May
- I. [CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY](#) - May
- J. [CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE](#) – May
- K. [OTHER BUSINESS](#)

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Board of Directors for the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
OF MAY 26, 2006

The regular Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 10:00 a.m. on Friday, May 26, 2006 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100 Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Miami-Dade County Commissioner – *Arrived @ 9:47 a.m.*
James A. Cummings, Citizen Representative, Broward County
Marie Horenburger, Citizen Representative, Palm Beach County
Jeff Koons, Chair – Palm Beach County Commissioner
James A. Scott, Broward County Commissioner
Bill T. Smith, Governor's Appointee

BOARD MEMBERS ABSENT:

Neisen Kasdin, Citizens Representative, Miami-Dade County
John Martinez, District Secretary, Florida Department of Transportation
George Morgan, Governor's Appointee

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
Jack Stephens, Deputy Executive Director, SFRTA
Bonnie Arnold, Director of Marketing, SFRTA
Brad Barkman, Director of Operations, SFRTA
Chris Bross, Director of Procurement, SFRTA
Mary Jane Lear, Director of Human Resources, SFRTA
Renee Matthews, Director of Revenue & Fare Collection, SFRTA
Dan Mazza, Director of Engineering and Construction, SFRTA
Edward Woods, Director of Finance & IT, SFRTA
Mr. Jeffrey Olson, Staff Counsel, SFRTA
Teresa Moore, General Counsel, SFRTA
Diane Hernandez Del Calvo, Director of Administration/EEO, SFRTA
Sandra Thompson, Executive Assistant, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 9:35 a.m.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giulietti requested the following deletions and revisions to the Agenda:

- Revision: Exhibit 1 to Agenda Item R4: MOTION TO APPROVE: Agreement No. 06-111, between the South Florida Regional Transportation Authority and the School Board of Palm Beach County, for the transportation of students on the Tri-Rail system for the 2006-2007 through the 2008-2009 school calendar years.
- Deletion: Agenda Item R9: MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

Board Member Jim Scott moved for approval of the Agenda as revised. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

MATTERS BY THE PUBLIC –

Ms. Gladys Fuentes, a Tri-rail passenger, addressed the Board with several concerns regarding Tri-rail train facilities and services. She asked for the Board's assistance in correcting her noted deficiencies. A letter is on file with all of Ms. Fuentes concerns.

The Chair thanked Ms. Fuentes. He informed her that SFRTA staff would forward a written response addressing her concerns. He also suggested that Ms. Fuentes consider becoming a member of the Citizen Advisory Committee (CAC).

Mr. Giuliatti thanked Ms. Fuentes for her comments. He informed the Board that staff would address all of Ms. Fuentes concerns and follow up with her in a timely manner.

Board Member Cummings requested a copy of Ms. Fuentes letter. He also stated that he would like SFRTA staff to respond to Ms. Fuentes in writing. He stated that staff should work on addressing all of Ms. Fuentes' concerns, and that the Agency should respond and monitor the work needed to resolve the problem.

Board Member Smith applauded Ms. Fuentes for addressing the Board. He stated that her suggestions were very constructive. He reiterated that someone from staff should work with Ms. Fuentes to address her concerns.

Board Member Horenburger expressed concern about the comments regarding the elevators. She stated that problems with elevators should be addressed right away. She asked if there was a maintenance contract for the repair of the elevators.

Mr. Bradley Barkman, SFRTA Director of Operations, addressed the Board. He stated that SFRTA has a maintenance contract with an elevator provider of service which is on response call. He stated that there are procedures in place to address the issues and there have

been significant improvements. He stated that he would follow up to make sure the elevator issues are being addressed.

The Chair stated that the Agency has to be ADA compliant, and this is something that should be closely monitored.

Mr. Barkman stated that the maintenance crews have been instructed to make sure the elevators are working before they leave the platform to assure that anyone in a wheel chair will have access.

Mr. Dan Glickman, concerned citizen, also addressed the Board. He suggested that each station should have a station volunteer who could report the station problems as well as anything related to that station and/or the entire system.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Board of Directors' Regular Meeting of April 28, 2006

Board Member Marie Horenburger moved for approval of the Consent Agenda. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. MOTION TO APPROVE: The South Florida Regional Transportation Authority's (SFRTA) FY 2006-2007 Operating Budget in the amount of \$48,399,460.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R2. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,159,000 for Operating Funds, \$2,670,000 for Capital Contribution and \$606,294 for reimbursement for feeder service expense. This Agreement commences July 1, 2006, and ends June 30, 2007.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R3. MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No. 3 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for feeder service funding, in the amount of \$2,250,000 bringing the total agreement to \$9,032,000.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R4. MOTION TO APPROVE: Agreement No. 06-111, between the South Florida Regional Transportation Authority and the School Board of Palm Beach County, for the transportation of students on the Tri-Rail system for the 2006-2007 through the 2008-2009 school calendar years.

Board Member Jim Cummings moved for approval as amended. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R5. MOTION TO APPROVE: Funding Agreement between the South Florida Regional Transportation Authority and the Palm Beach Metropolitan Planning Organization for the Transit Service Implementation Plan for the Central Palm Beach County Transportation Corridor for the maximum not-to-exceed amount of \$125,108.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R6. MOTION TO APPROVE: Joint Participation Agreements (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of various station improvements, in the amount of \$300,000.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R7. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of intermodal facility improvements, in the amount of \$28,000.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R8. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of new weekend service between SFRTA's Ft. Lauderdale Airport Station and Port Everglades in Ft. Lauderdale, in the amount of \$359,520.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R9. DELETED

- R10. MOTION TO APPROVE: (1) 5% Salary increase for Executive Director, effective September 8, 2005 through the end of the current contract (September 7, 2006); and (2) Second Amendment to the Executive Director's Employment Agreement (Exhibit 1).

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

Board Member Smith asked if this would eliminate a Compensation Committee.

The Chair stated that there should always be the option of having a Compensation Committee.

Board Member Cummings stated that the Board will always have the option to terminate the Executive Director. He stated that the previous increase the Executive Director received was 7%, which was reduced to 5%. He stated that the Executive Director's contract was changed to a rolling contract, which means that a committee does not have to meet and review it, and the Board always has the option without any notice to re-evaluate it.

Board Member Smith asked if approval of this item automatically gives the Executive Director a 5% increase each year.

Board Member Cummings responded that this does automatically give the Executive Director an increase of 5%, however, the Board could establish a Compensation Committee to review the contract at any time.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R11. MOTION TO APPROVE: Modification of Purchase Order No. 18775-1 ("PO") between South Florida Regional Transportation Authority ("SFRTA") and Greenberg Traurig,

P.A. ("GT") for additional services under Agreement No. 02-710, to increase the PO amount by \$52,000.

Ms. Teresa Moore, SFRTA General Counsel explained that the fees were for work performed by Greengberg Traurig regarding the West Palm Beach Joint Development. She stated that approximately \$36,000 of the work performed dealt with the negotiations with Palm Beach County on the acquisition of the parcel west of the train station, "the wedge".

The Chair stated that in addition, expenses were incurred as a result of monitoring a charrette which increased the Transit Oriented Development (TOD) to 38 acres which included county, state, and federal land. He noted that the negotiations were very extensive and difficult.

Board Member Smith asked why Legal Counsel did not come back to the Board sooner to request payment.

Board Member Scott asked who authorized Legal Counsel to do the work.

Ms. Moore stated that the work done with respect to the wedge parcel was work that Legal Counsel was asked to perform with staff on behalf of the Board. She stated that they were instructed by the Board to go into the negotiations with Palm Beach County. She stated that the issue was the timing of the request for the payment of the fees.

Ms. Moore explained that Greenberg Traurig and the former Chair, Michael Masanoff, agreed not to bill the Agency on an ongoing basis, but rather hold back requests for payment in the hopes that a deal would be completed with a private developer who would compensate them for their fees. She stated that the additional \$16,000 was for work done with respect to the task force that Mr. Masanoff had delegated authority to participate in. She explained that this was legal work done to support his involvement in that task force. She stated that the firm did not undertake work that was not delegated the Board.

Commissioner Scott stated that the \$36,000 was approved by Board and the additional \$16,000 was delegated by the former Chair, Michael Masanoff.

Ms. Moore clarified that Mr. Masanoff had delegated authority from the Board to participate in the task force. She stated that the majority of the work had been performed in the last two years.

Board Member Smith stated that he had concerns that Legal Counsel did not follow the procedures and inform the Board ahead of time of this issue.

Board Member Horenburger stated that in the future all members of the Board should be kept informed.

Commissioner Barreiro suggested that the Board negotiate with Greenberg Traurig regarding the fees. He stated that Legal Counsel acknowledged that they assumed a risk and should possibly consider splitting the costs.

Ms. Moore agreed to increase the purchase order by \$36,000 instead of \$52,000.

Commissioner Scott moved for approval of \$36,000. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

COMMITTEE REPORTS / MINUTES
Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY COMMITTEE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE

Commissioner Scott informed that the Bills (Senate Bill 1350 and House Bill 1115) had passed. He stated that the local option rental car surcharge bill was passed as part of another bill and it is pending the Governor's review.

The Chair asked if he should encourage letters to the Governor supporting the rental car surcharge bill.

Commissioner Scott stated that it is very important to do what ever can be done to get the Governor to sign the Bill.

Board Member Smith applauded Commissioner Scott for the hard work he has done working with staff and consultants to get the Bills passed.

Commissioner Scott provided the Governor's email address and encouraged emails to the Governor supporting the Bill.

The Chair requested that those wanting to take any action work through the Executive Director.

Commissioner Scott stated that timing is important because the Bill has already gone to the Governor.

The Chair thanked Commissioner Scott, staff and the consultants in Tallahassee for the good job they have done.

Board Member Horenburger thanked Commissioner Scott, the consultants and the Executive Director for the work they did in getting the Bills passed.

I. **ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES**

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – April

B. RIDERSHIP GRAPHS – April

Mr. Giulietti stated that ridership was up 17.4%.

C. ON-TIME PERFORMANCE GRAPHS – April

Mr. Giulietti stated that the on time performance was currently at 80%. He stated that the major delay factors were attributable to adjusting to the new schedule with CSX.

D. MARKETING MONTHLY SUMMARY – April

E. BUDGETED INCOME STATEMENT – April

F. PAYMENTS OVER \$2,500.00 – April

G. REVENUE AND FARE EVASION REPORTS – April

H. SOLICITATION SCHEDULE – April

I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - April

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – April

OTHER BUSINESS

Board Member Cummings stated that he had recently received an email from Mr. Richard Kaplan, Broward County MPO, requesting that the Broward MPO work in conjunction with the SFRTA to share the services that SFRTA provides. Board Member Cummings requested a motion to have the Executive Director work with Mr. Kaplan and explore the possibilities of working together.

The Chair stated that this should also be a subject discussed at the Board of Directors Visioning Retreat.

Commissioner Barreiro stated that it is important to put the resources wherever needed to accomplish the task.

Commissioner Scott stated that the first step should be to investigate options and opportunities with the Broward MPO's prior to making a commitment.

Board Member Horenburger asked if the Board should consider conducting a summit in the Fall.

The Chair stated that the Agency needed to outline its priorities first.

Commissioner Scott made a motion to direct staff to investigate the possibility of sharing of services between the SFRTA and the Broward MPO. Board Member Marie Horenburger seconded the motion.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti thanked the Board for the extension of his contract.

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

The Chair suggested that the July meeting be cancelled. There was consensus among the Board members to cancel the July 2006 Board meeting.

The Chair reminded the Board that a date for the Visioning Retreat needed to be scheduled. He stated that early July or sometime in September is available. He stated the Board will have to meet in July and do an immediate follow-up in December. He stated that in addition, the Board will have to discuss a Regional Summit for the future.

The Chair noted that June 8, 2006 has been declared National Dump the Pump Day by the American Public Transportation Association. He stated it is a day set aside to encourage commuters to say no to the high price of gas and turn to mass transit as an alternative.

Board Member Marie Horenburger moved to proclaim June 8, 2006 SFRTA Dump the Pump Day in Broward County, Miami-Dade County and Palm Beach County. Board Member Bill Smith seconded the motion.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

BOARD MEMBER COMMENTS

Board Member Bill Smith moved to appoint Ms. Jan Savarick, Senior Director of Development at the Boca Raton Community Hospital Foundation, as his appointment to the Citizens Advisory Committee. Commissioner Jim Scott seconded the motion.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Commissioner Scott thanked members of the Board for their support of his efforts in Tallahassee.

Commissioner Scott thanked Commissioner Koons for the job he has done as the Chair of the SFRTA and the energy and enthusiasm he has brought to the Board.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:50 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FISCAL YEAR 2005-06
OPERATING BUDGET AMENDMENT NO. 2

REQUESTED ACTION:

MOTION TO APPROVE: Second Amendment to the South Florida Regional Transportation Authority's (SFRTA) FY 2005-06 Operating Budget, increasing Train Fuel by \$285,000, General & Administration by \$50,000 and Marketing by \$50,000 and decreasing Train Operations by \$136,000, Professional Fees by \$125,000 and Reserve by \$124,000. The total budget for FY 2005-06 remains the same at \$38,015,997 (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

This budget amendment is comprised of the following transactions:

1. Train Operations: Staff is decreasing the Train Operations line item by \$136,000, due to savings in the base contract and security contract.
2. Train Fuel: Staff is increasing the Train Fuel line item by \$285,000 to compensate for the continual increase in the cost of fuel.
3. General & Administrative Costs: Staff is increasing General & Administrative costs by \$50,000. The reasons for the adjustment are increases in rent, office maintenance costs, and telecommunication costs.
4. Marketing: Marketing Expenses are increasing by \$50,000 to promote the new Tri-Rail train and shuttle service.
5. Professional Fees: Professional Fees are being reduced by \$125,000 to reflect actual expenses.
6. Reserve: In order to balance this budget amendment, \$124,000 in contingency is being utilized.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

FISCAL IMPACT: No fiscal impact, just transferring funds within the Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Revised FY 2005-06 Operating Budget](#)

FISCAL YEAR 2005-06
OPERATING BUDGET AMENDMENT NO. 2

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A .Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2005-2006 BUDGET AMENDMENT NO. 2

REVENUE

	FY 2005-2006 APPROVED BUDGET	BUDGET AMENDMENT NO. 2	FY 2005-2006 AMENDED BUDGET
TRAIN REVENUE			
Train Service Revenue	\$6,054,000		\$6,054,000
Interest Income/Other Income	320,000		320,000
TOTAL TRAIN REVENUE	\$6,374,000	\$0	\$6,374,000
OPERATING ASSISTANCE			
FTA Grant	9,428,325		9,428,325
FHWA	4,000,000		4,000,000
FDOT JPA-Operating assistance	6,819,000		6,819,000
FDOT JPA-Feeder Service	2,135,000		2,135,000
FDOT JPA-DMU Funding	649,578		649,578
FDOT JPA-Marketing Grant	241,000		241,000
County Contribution	6,819,000		6,819,000
Broward Feeder Service Funding	606,294		606,294
Unrestricted Reserve	700,000		700,000
Other Local Funding	243,800		243,800
TOTAL ASSISTANCE	\$31,641,997	\$0	\$31,641,997
TOTAL REVENUE	\$38,015,997	\$0	\$38,015,997

APPROPRIATIONS

	FY 2005-2006 APPROVED BUDGET	BUDGET AMENDMENT NO. 2	FY 2005-2006 AMENDED BUDGET
Train Operations	\$21,349,554	(\$136,000)	\$21,213,554
Personnel Expense	7,149,200	0	7,149,200
Train Fuel	3,620,000	285,000	3,905,000
Feeder Service	2,989,290		2,989,290
General & Administrative	1,684,510	50,000	1,734,510
Marketing	1,149,220	50,000	1,199,220
Professional Fees	683,000	(125,000)	558,000
Reserve	124,000	(124,000)	0
Transfer to Capital Program	(732,777)		(732,777)
TOTAL APPROPRIATIONS	\$38,015,997	\$0	\$38,015,997

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

CAPITAL BUDGET
FOR FISCAL YEAR 2006-07

REQUESTED ACTION:

MOTION TO APPROVE: South Florida Regional Transportation Authority's (SFRTA) FY 2006-07 Capital Budget in the amount of \$38,209,000.

SUMMARY EXPLANATION AND BACKGROUND:

The proposed FY 2006-07 Capital Budget totals \$38,209,000 in new revenue and additional expenditures (See Exhibits 1 & 2). The budget consists of state, federal and private sector funds, which will be used to fund SFRTA's on-going projects. Some of the more significant expenditures for FY 2006-07 are:

- \$10,500,000 for the Segment 5 Project;
- \$6,751,000 transferred to SFRTA's FY 2005-06 Operating Budget to fund preventive maintenance costs;
- \$3,418,000 for Planning and Capital Development;
- \$1,900,000 to rehab Tri-Rail coaches;
- \$2,000,000 for automated fare collection equipment.

In addition to the \$38,209,000 in new revenue and expenditures, the SFRTA has \$102,952,500 in carry-over funds, bringing the total funds available for expenditure in FY 2006-07 to \$141,161,500.

Department: Finance and Administration

Department Director: Edward T. Woods

Project Manager: Elizabeth Walter

Procurement Director: Chris Bross

FISCAL IMPACT: The Capital Budget provides new funding for FY 2006-07 capital projects in the amount of \$38,209,000.

EXHIBITS ATTACHED:

[Exhibit 1- Revenue for FY 2006-07 Capital Budget](#)
[Exhibit 2- Expenses for FY 2006-07 Capital Budget](#)
[Exhibit 3- Revenue for FY 2006-07 Five-Year Plan](#)
[Exhibit 4- Expenses FY 2006-07 Five-Year Plan](#)

Tracking No. _____

AGENDA ITEM NO. _____

CAPITAL BUDGET
FOR FISCAL YEAR 2006-07

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A .Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2006-07 Capital Budget

Revenue

	CARRYOVER	FY 2006-07 BUDGET	FY 2006-07 TOTAL
FTA Section 5307 - Formula Funds	\$32,094,300	\$8,404,000	\$40,498,300
FTA Section 5309 - Rail Mod.	3,507,500	7,725,000	11,232,500
FTA Section 5309 - Safetea	4,235,700	3,570,000	7,805,700
FTA Section 5309-New Starts (Seg 5)	220,400		220,400
CMAQ (Smart Card)	285,900		285,900
FHWA - Broward STP Funds (Seg 5)	0	3,375,000	3,375,000
FHWA - Palm Beach STP Funds (Seg 5)	0	4,500,000	4,500,000
Florida Dept. of Community Affairs	1,132,200		1,132,200
FDOT JPA 42: New River	14,900,000		14,900,000
FDOT JPA 42: Segment 5	16,800,000	2,625,000	19,425,000
FDOT JPA 55: DMU	5,008,000		5,008,000
FDOT JPA 57: Pompano Station Parking	450,000		450,000
FDOT JPA 58: Sheridan Park & Ride	28,500		28,500
Hertz Settlement:	260,000		260,000
County Capital Contribution	24,030,000	8,010,000	32,040,000
Total Capital Revenues	\$102,952,500	\$38,209,000	\$141,161,500

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2006-07 Capital Budget

EXPENSES			
	CARRYOVER	FY 2006-07 BUDGET	FY 2006-07 TOTAL
Double Tracking Project			
New River Bridge - Design/Build	\$14,900,000		\$14,900,000
Segment 5 - FFGA	27,670,000	10,500,000	38,170,000
Administration Building	3,267,100	3,570,000	6,837,100
Ticket Vending Machines	3,837,800	2,000,000	5,837,800
Smart Cards	1,667,700		1,667,700
DMU Rail Car Purchase	5,008,000		5,008,000
Rolling Stock			-
Coach Overhaul/Rehab	1,628,500	1,900,000	3,528,500
Spare Parts/Components	1,804,000		1,804,000
Other Engineering Projects			-
Pompano Beach Parking	450,000		450,000
GEC		200,000	200,000
Sheridan St Park & Ride	28,500		28,500
Golden Glades	418,000		418,000
Project Planning/Studies			
Planning & Program Support	1,809,500	1,200,000	3,009,500
FEC long rang plan	6,020,000		6,020,000
FEC Segment 1-Jupiter	1,257,700		1,257,700
FEC Segment 2-PE/EA	697,100		697,100
SCRIPPS Feasibility Study	174,200		174,200
Okeechobee Bus Route	52,200		52,200
Other Planning Projects	2,940,700	2,218,000	5,158,700
Planning Assistance	150,000		150,000
TOD-Joint Development	250,000		250,000
Transit Development Plan-Phase 2	400,000		400,000
Transportation/Land Use Planning	450,000		450,000
Regional Long Range Plan	650,000		650,000
West Palm Beach Intermodal	453,400		453,400
Miscellaneous Operations Dept. Projects			-
Hialeah Yard Projects	500,000	650,000	1,150,000
Hialeah Yard Generator	100,000		100,000
Misc. Station Rehabilitation	0	335,000	335,000
Bus Pads	136,000		136,000
Irrigation Wells	60,000		60,000
On-Board GeoFocus	199,000		199,000
ADA Improvements	25,000	575,000	600,000
Office/Computer Equipment	475,900	300,000	775,900
Urban Area Security Initiatives	1,132,200		1,132,200
Lease Hold Improvements	250,000		250,000
Autos	60,000		60,000
Preventive Maintenance/Station Maintenance	0	6,751,000	6,751,000
Regional Projects	24,030,000	8,010,000	32,040,000
Total Capital Expenditures	\$102,952,500	\$38,209,000	\$141,161,500

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2006-07 Capital Budget & 5 Year Plan

Revenue

	FY 2006-07 TOTAL	5-YEAR PLAN					TOTAL
		FY 2007-08 BUDGET	FY 2008-09 BUDGET	FY 2009-10 BUDGET	FY 2010-11 BUDGET	FY 2011-12 BUDGET	
FTA Section 5307 - Formula Funds	\$40,498,300	\$8,656,000	\$8,915,000	\$9,183,000	\$9,459,000	\$9,700,000	\$86,411,300
FTA Section 5309 - Rail Mod.	11,232,500	7,957,000	8,195,000	8,441,000	8,695,000	8,955,000	53,475,500
FTA Section 5309 - Safetea	7,805,700	3,880,000	4,114,000				15,799,700
FTA Section 5309-New Starts (Seg 5)	220,400						220,400
CMAQ (Smart Card)	285,900						285,900
FHWA - Broward STP Funds (Seg 5)	3,375,000						3,375,000
FHWA - Palm Beach STP Funds (Seg 5)	4,500,000						4,500,000
Florida Dept. of Community Affairs	1,132,200						1,132,200
Palm Beach County MPO	0		1,500,000	1,500,000	1,500,000	1,500,000	6,000,000
FDOT JPA 42: New River	14,900,000						14,900,000
FDOT JPA 42: Segment 5	19,425,000						19,425,000
FDOT JPA 55: DMU	5,008,000						5,008,000
FDOT JPA 57: Pompano Station Parking	450,000						450,000
FDOT JPA 58: Sheridan Street Park & Ride	28,500						28,500
Hertz Settlement:	260,000						260,000
County Capital Contribution	32,040,000	8,010,000	8,010,000				48,060,000
Total Capital Revenues	\$141,161,500	\$28,503,000	\$30,734,000	\$19,124,000	\$19,654,000	\$20,155,000	\$259,331,500

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2006-07 Capital Budget & 5 Year Plan

EXPENSES

5-Year Plan

	FY 2006-07 TOTALS	(1)	FY 2007-08 BUDGET	FY 2008-09 BUDGET	FY 2009-10 BUDGET	FY 2010-11 BUDGET	FY 2011-12 BUDGET	TOTAL
Double Tracking Project								
New River Bridge - Design/Build	\$14,900,000							\$14,900,000
Segment 5 - FFGA	38,170,000							38,170,000
Administration Building	6,837,100		3,880,000	1,195,000				11,912,100
Ticket Vending Machines	5,837,800		3,200,000	3,619,000				12,656,800
Smart Cards	1,667,700							1,667,700
DMU Rail Car Purchase	5,008,000							5,008,000
Rolling Stock								
Rolling Stock			2,385,000	3,340,000	3,083,000	2,984,000	2,855,000	14,647,000
Coach Overhaul/Rehab	3,528,500							3,528,500
Spare Parts/Components	1,804,000			900,000	800,000	800,000	1,000,000	5,304,000
Engineering Projects								
Pompano Beach Parking	450,000							450,000
Pompano Beach Canopy			1,000,000					1,000,000
GEC	200,000		300,000	300,000	400,000	500,000	600,000	2,300,000
Sheridan St Part & Ride	28,500							28,500
Golden Glades	418,000							418,000
Project Planning/Studies								
Planning & Program Support	3,009,500		1,200,000	1,600,000	1,800,000	2,000,000	2,200,000	11,809,500
FEC long rang plan	6,020,000							6,020,000
FEC Segment 1-Jupiter	1,257,700							1,257,700
FEC Segment 2-PE/EA	697,100							697,100
SCRIPPS Feasibility Study	174,200							174,200
Okeechobee Bus Route	52,200							52,200
Other Planning Projects	5,158,700		2,321,000	2,600,000	2,900,000	3,200,000	3,500,000	19,679,700
Planning Assistance	150,000							150,000
TOD-Joint Development	250,000							250,000
Transit Development Plan-Phase 2	400,000							400,000
Transportation/Land Use Planning	450,000							450,000
Regional Long Range Plan	650,000							650,000
West Palm Beach Intermodal	453,400							453,400
Misc. Operations Dept. Projects								
Hialeah Yard Projects	1,150,000		1,250,000	400,000	550,000	500,000	500,000	4,350,000
Hialeah Yard Generator	100,000							100,000
Misc. Station Rehabilitation	335,000			500,000	500,000	600,000	700,000	2,635,000
Bus Pads	136,000							136,000
Irrigation Wells	60,000							60,000
On-Board GeoFocus	199,000							199,000
ADA Improvements	600,000				100,000			700,000
Jupiter Corridor				1,500,000	1,500,000	1,500,000	1,500,000	6,000,000
Office/Computer Equipment	775,900		50,000	50,000	100,000	300,000	100,000	1,375,900
Urban Area Security Initiatives	1,132,200							1,132,200
Lease Hold Improvements	250,000							250,000
Autos	60,000			75,000		75,000		210,000
Preventive Maintenance	6,751,000		4,907,000	6,645,000	7,391,000	7,195,000	7,200,000	40,089,000
Regional Projects	32,040,000		8,010,000	8,010,000				48,060,000
Total Capital Expenditures	\$141,161,500		\$28,503,000	\$30,734,000	\$19,124,000	\$19,654,000	\$20,155,000	\$259,331,500

(1) FY 2006-07 Totals include carryover

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT (JPA)
OPERATION FUNDING
FOR FISCAL YEAR 2006-2007

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority and the Florida Department of Transportation for Operating Funds in the amount of \$16,477,000.

SUMMARY EXPLANATION AND BACKGROUND:

The Joint Participation Agreement (JPA) funds a portion of the Fiscal Year 2006-2007 Operating Budget presented to the Board at the May 26, 2006, Board of Directors Meeting. The funding consists of \$12,477,000 in state funding and \$4,000,000 in federal funds passed through FDOT from the Federal Highway Administration.

Department: Finance and Information & Technology
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods
Procurement Director: Christopher C. Bross

FISCAL IMPACT: This Agreement will fund \$16,477,000 of South Florida Regional Transportation Authority's Fiscal Year 2006-2007, Operating Budget.

EXHIBITS ATTACHED:

[Exhibit 1 - JPA with Florida Department of Transportation.](#)

JOINT PARTICIPATION AGREEMENT (JPA)
OPERATION FUNDING
FOR FISCAL YEAR 2006-2007

Recommended by: E Woods 6/14/06
Department Director Date

Approved by: Chris Bros 6/14/06
Procurement Director Date

Authorized by: Joseph G. Luff 6/14/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

JOINT PARTICIPATION AGREEMENT (JPA)
OPERATION FUNDING
FOR FISCAL YEAR 2006-2007

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by [Signature] 6/12/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 04/06
 Page 1 of 14

Financial Project No.: 23681618401 (item-segment-phase-sequence)	Fund: _____ Function: - 683 Federal No.: _____ DUNS No.: _____	FLAIR Approp.: _____ FLAIR Obj.: 750097 Org. Code: 55042010432 Vendor No.: 650002789003
Contract No.: _____ CFDA Number: 20.205	CSFA Number: 55.018	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before July 1, 2008 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.302, 341.303
 _____,
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

To provide operating funds and the transfer of management responsibilities for the Florida Commuter Rail Passenger Service from the Florida Department of Transportation to the South Florida Regional Transportation Authority (SFRC).

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 48,399,460. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 16,477,000 not to exceed _____ % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) ~~Approval of all plans, specifications, contracts~~ or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

South Florida Rail Corridor
3400 West Commercial Blvd.
Ft Lauderdale, FL 33309-3421

State of Florida Auditor General
Claude Pepper Building, room 574
111 West Madison Street
Tallahassee, FL 32302-1450

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

South Florida Rail Corridor
3400 West Commercial Blvd.
Ft Lauderdale, FL 33309-3421

State of Florida Auditor General
Claude Pepper Building, room 574
111 West Madison Street
Tallahassee, FL 32302-1450

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

South Florida Rail Corridor
3400 West Commercial Blvd.
Ft Lauderdale, FL 33309-3421

State of Florida Auditor General
Claude Pepper Building, room 574
111 West Madison Street
Tallahassee, FL 32302-1450

3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

South Florida Rail Corridor 3400 West Commercial Blvd. Ft Lauderdale, FL 33309-3421	State of Florida Auditor General Claude Pepper Building, room 574 111 West Madison Street Tallahassee, FL 32302-1450
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 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

South Florida Rail Corridor 3400 West Commercial Blvd. Ft Lauderdale, FL 33309-3421	State of Florida Auditor General Claude Pepper Building, room 574 111 West Madison Street
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5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

Part V Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Part VI Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

Part VII Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four _____ Public Transportation Office 3400 W. Commercial Blvd. Ft Lauderdale, _____, FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before July 1, 2008. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Florida Department of Transportation. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 23681618401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

South Florida Regional Transportation Authority

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Director Transportation Development

TITLE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation hereinafter called the "Department" and South Florida Regional Transportation Authority hereinafter called the "Agency", dated _____

PROJECT LOCATION:

Palm Beach, Broward and Miami-Dade Counties, Florida

PROJECT DESCRIPTION:

Provide funds and transfer of management responsibilities for the Commuter Rail Passenger Service from the Florida Department of Transportation to the South Florida Regional Transportation Authority (SFRTA).

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, FM number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B"

PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation hereinafter called the "Department" and South Florida Regional Transportation Authority, herein after called the "Agency", dated

I. PROJECT COST:

SFRTA Operating Budget	\$48,399,460
------------------------	---------------------

TOTAL PROJECT COST	\$48,399,460
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II. PARTICIPATION:

FEDERAL PARTICIPATION

FTA Funding 06/07	\$6,750,843
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Total FTA Participation	\$ 6,750,843
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COUNTY PARTICIPATION

\$12,477,000

Dade, Broward, Palm Beach

Total County Participation	\$12,477,000
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Other Funding

\$5,694,643	\$ 5,694,643
-------------	---------------------

AGENCY PARTICIPATION

Advertising & Other Revenue	\$ 300,000
-----------------------------	------------

Passenger Revenue	\$6,699,974
-------------------	-------------

Total Agency Participation	\$ 6,999,974
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DEPARTMENT PARTICIPATION,

Primary (DS)	\$12,477,000
--------------	--------------

Federal Reimbursable (IM)	\$ 4,000,000
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Total Department Participation	\$16,477,000
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TOTAL PROJECT COST	\$48,399,460
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EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation, hereinafter called the "Department" and South Florida Regional Transportation Authority, hereinafter called the "Agency", dated

_____.

AGENCY RESPONSIBILITIES

1. The Agency's Executive Director shall prepare on a monthly basis, a complete Agency Budget and Progress Report to be submitted to the Department representative at the Agency's monthly Board Meeting. This report shall contain, but not be limited to, all project commitments, activities, ridership, fare collections and other related information that will provide a comprehensive overview of the entire commuter rail operation.
2. The Agency shall also provide invoice statements to the Department which shall reflect the charges for the operation of the system. These invoices shall contain only a summary of amounts billed to the Department. The Agency shall maintain accurate and comprehensive budget and accounting records in a form approved by the Department. Such records shall be made available on demand for auditing purposes to the Department and other state and federal agencies and to the Agency's internal auditors.
3. The Agency shall coordinate all feeder bus operations. The Agency will coordinate with Broward, Miami- Dade and Palm Beach Counties and their respective transit properties and agencies to assure a reliable and effective distributor/feeder system for the Tri-Rail System.
4. The Department, under the provisions of the Operating and Management Agreement (Phase A and B) between the Department and CSX Transportation, Inc., hereinafter called "CSXT", grants to the Agency the right to operate its trains on the trackage of the South Florida Rail Corridor (SFRC) subject to those limitations provided in the above referenced agreements and in accordance with the operating rules in effect on the SFRC, and as such, the Agency becomes an operating tenant of the SFRC.
5. The Agency shall assure that a comprehensive system fire prevention/control program be developed and maintained for the system. This program shall include training and emergency evacuation policies.
6. The Agency shall continue to require a system security plan that delineates required levels of security for the commuter trains, platform areas, parking lots involved in the Tri-Rail Service in concert with corridor security standards and within fiscal constraints existing at various points in time.

7. The Agency Shall develop a comprehensive System Safety Program Plan (SSPP) and certify to the Department that such a plan has been developed and that the system will be operated in accordance with the plan pursuant to 341.061 F.S.

8. The Agency shall have the authority and will be responsible for all negotiations, communications with local governments, private entities, CSXT, AMTRAK, and other affected parties necessary to implement and operate the project, excepting those contracts providing specific obligations of the Department concerning the state's ownership of the SFRC. All costs associated with any new construction projects on the state-owned property which solely benefit the commuter rail operation shall be the responsibility of the Agency, unless otherwise agreed to by the Department. All such projects shall be coordinated with the Department.

9. The Agency shall be responsible for all station maintenance including but not limited to the pedestrian overhead bridges, elevators and utilities also including, but not limited to, sewer, garbage, telephone and electrical services as required solely for the Agency's operations. The Agency shall also be responsible for its share of the utility charges associated with the joint use stations. The Agency shall be responsible for one-half the cost of electrical service necessary for the operation of the existing New River Drawbridge. The Agency shall be responsible for the maintenance of New River Bridge that is being constructed including but not limited to maintenance of track, signals and communications in the Phase "B" Carve Out.

10. Pursuant to the Amendment to the Memorandum of Agreement (MOA) Amendment (February 24, 1989) between the Department and the Agency, the responsibilities for project activities have been assumed by the Agency. The Agency has ultimate accountability, responsibility and control of the project management. Assignment of 3rd party contracts shall be as agreed in the MOA.

11. Commitments of project funds shall be the responsibility of the Agency within the confines of the adopted Project Budget by the Agency. Execution of this JPA will project the funding for fiscal year 06/07 as detailed in Exhibit "B", whereby the Agency would receive the Operational Funds and assume responsibilities for commuter passenger service from the Department of Transportation.

Subject to annual independent audit and/or internal audit or review at anytime, effective July 1, 1991, and thereafter, the Agency shall retain all operating and non-operating revenues to be used toward the payment of budgeted operating costs and expenses during the fiscal year. Such revenue shall include all fares and special events collections, interest earnings and any other sources of earnings resulting from operation of this commuter rail system.

The Agency shall be responsible for the collection of all fares and revenues resulting from the operation of this commuter rail system.

12. The Agency shall monitor the contract operator of the commuter system and operational records. This will require accurate and comprehensive fiscal management and timely payment for services provided.

13. The Agency and CSXT shall each be responsible for 50% of the salaries for bridge tenders to assure timely and effective train operations. All costs associated with the provision of dispatching

services by CSXT as specified in Section 3.02 of the Phase A Operating and Management Agreement shall be the responsibility of the Agency and paid directly to CSXT on a quarterly basis, as well as any other dispatching charges agreed to by the Department, the Agency and CSXT.

14. The Agency may have need from time to time to use AMTRAK owned track, equipment or other appropriate facilities to effectively and efficiently operate the project. When such use occurs, the Agency shall be responsible for all AMTRAK contact/negotiation for said utilization of facilities.

15. The Agency shall operate and maintain the Department provided equipment and rolling stock according to prescribed standards and shall be responsible for all equipment and rolling stock warranties, preventative maintenance, maintenance and spare parts inventory. Proper procedures shall be established that will assure proper and timely records are kept and preventative maintenance and maintenance is performed consistent with equipment warranty requirements. The Department may review these records upon request.

16. Third Party Contracts - For third party contracts for consultant services and amendments thereto, the agency must receive concurrence from the Department prior to award.

Pursuant to Section 12.10 prior written approval is hereby granted for:

- (a) Consultant and construction contracts below \$25,000 (or the threshold requiring Board approval).
- (b) Contracts approved at Board meetings when the Department's representative was not present and prior written approval was received.

The Department shall also receive copies of executed engineering, construction and operational agreements.

17. Agency shall be bound by and shall incorporate the following provisions (a) - (g) into any contract entered into with a contract operator or security provider which shall also be bound by such provisions.

(a) The Agency is afforded the flexibility to act as the Department's Agent to purchase and provide liability and property insurance coverage during the operations of the project. Insurance coverage shall be consistent with the requirements of the Department/State Operating and Management Agreement with CSXT. The property insurance will be maintained at a level of \$15,000,000.00 during passenger operations of the system and limits of liability above the self insurance retention fund in the amount of \$125,000,000.00 per the Operating and Management Agreement. To the extent required by the Department/State Operating and Management Agreement with CSXT, this insurance coverage responsibility shall be in effect during the project life and will be assumed by the Agency or any other operating entity providing passenger service upon termination of the project. The purpose of this insurance coverage is to provide prudential responsibility to protect the public interest by maintaining quality insurance coverage. It is recognized that the Broker selected by the Agency to place the liability insurance shall also have the capability and responsibility of providing both Risk Management and Claims Investigation/Adjusting

services. It is agreed that the Department will continue to be responsible for the defense of all actions required by the Department/State Operations and Management Agreement and will, therefore, be responsible to perform the overall Claims Handling function. The Agency shall authorize and request the Broker to provide claims handling services to the Department and to bill the Agency directly for any claims handling services considered necessary by the Department. All such services authorized by the Department and paid by the Agency shall be eligible for reimbursement as project costs.

(b) The contract operator, security provider and Agency agree to abide by and be bound by all terms, conditions, restrictions and obligations specified in writing by the Department relating to insurability and/or to the Department's claims handling, settlement, and defense functions undertaken by the Department on behalf of the Agency, contract operator, security provider and their employees. In addition, the contract operator, security provider and Agency agree to comply with all Federal, State and Local laws, rules, regulations and ordinances which apply to the services provided.

(c) All definitions, terms, conditions, restrictions, exclusions, obligations and duties included in any and all policies of insurance purchased by the Agency shall comply with the definitions, terms, conditions, restrictions, exclusions, obligations and duties provided for in the self retention fund created by the Florida Legislature and applicable to claims against the Agency, contract operator, security provider, CSXT and/or the Department.

(d) No attorney's fees or costs shall be incurred by Agency, contract operator or security provider in the defense of any claim covered by the self retention fund without the prior express written approval of the Department.

(e) The self retention fund coverage shall extend only to the Agency, contract operator and security provider and their directors, officers and employees, only when acting in the course and scope of their employment with the Agency, contract operator and security provider. The Agency, contract operator and security provider shall not extend the scope of coverage of the self retention fund. Any decisions relating to coverage, payment settlement, and/or the scope and manner of the defense of all claims covered by the fund shall be made solely and exclusively by the Department whose decision shall be final and binding on the Agency, contract operator, security provider and all other concerned parties and entities.

(f) Agency, contract operator and security provider shall fully cooperate with and act in good faith with respect to the Department's defense of claims on behalf of the Agency, contract operator and security provider. The failure to act in good faith or cooperate with the Department in its defense of Agency and/or contract operator and/or security provider shall be grounds to terminate the defense and deny any payment or settlement under the fund.

(g) The Broker, Agency, contract operator and security provider shall not enter into any contract with respect to risk management, claims investigation, adjusting services and/or defense of claims without the approval of the Department and the Department's Office of the General Counsel.

18. Advance Funding - In accordance with Section 4.20 of this JPA, front end funding is not acceptable. However in previous JPA's (identified for convenience as JPA's #1 - #7) funds had been advanced to the Agency as follows:

JPA #1\$	50,000	Administrative Costs
JPA #2\$	65,000	Administrative Costs
JPA #4\$	250,000	Subcontractor costs for ticket sales and revenue accounting.
JPA #6\$	623,250	Initial operational costs upon start-up.
JPA #7\$	1,000,000	Subcontractor costs for contract operator.

TOTAL\$ 1,988,250

Due to the continuing nature of the project and the continuing need for the Agency to have a positive cash balance to meet it's ongoing expenses and costs, the detailed use of this advanced funding has not been documented to the Department - i.e. detailed invoices for justification, not for reimbursement, have not been submitted to the Department. It is not expected that said detailed invoices will be submitted until the termination of the project or until the expiration of this JPA (as excepted below).

At that time, the Agency must submit a complete reconciliation of the advance funding previously provided by submitting detailed invoices, not for reimbursement, documenting the use of the funds. Any funds not offset by detailed invoices should be a cash balance remaining in the Agency's accounts and must be returned to the Department.

In the event that a subsequent JPA is written and executed, the requirements of this paragraph will be satisfied by incorporating this Article 18, in it's entirety, updated as necessary, to include future front end funding into that subsequent JPA.

In order to allow for the completion, close out and audit of previous JPA's, the existence of the advanced funding identified above is recognized and transferred to this JPA for eventual justification and documentation. Since it is anticipated that such justification and documentation will be in accordance with all the terms and conditions of this JPA.

19. The Agency will be responsible for daily facilities maintenance and operations at the Hialeah Maintenance Yard utilized by the Agency and contract operator. The Department must be consulted and approve decisions regarding capital improvements, major rehabilitation, track and facility layouts, and impacts to other users. CSXT approval will also be required for track, signal and building improvements. Any action which would affect the environmental warranty clauses contained in Operating and Management Agreement Phase A shall have prior Department approval.

20. The Agency will assist the Department to develop a master plan for the Hialeah Maintenance Yard.

21. The Department hereby agrees to provide \$ 12,477,000 for operating cost for the period July 01, 2006 through June 30, 2007. In order that the Agency may maintain a positive cash flow in the early part of this fiscal year, the Department agrees to advance pay, as soon after July 1, 2006 as is practicable, the amount of \$ 3,119,250 which is twenty five percent of the annual commitment of State funds from the Department. The Agency agrees to bill the Department monthly for the Department's share of the Agency's \$ 48,399,460 cost and the Department agrees to pay this amount consistent with section 215.422 F.S. for billings for the period of July 1, 2006 through March 31, 2007. Monthly billings for the period of April 1, 2007 through June 30, 2007, shall be satisfied by payment of the advance as described in this section. If the advance payment is greater than the amount required to satisfy the Department's obligations for the period of April 1, 2007 through June 30, 2007 the Agency shall return the unused portion of the advance no later than July 10, 2007. If the advance payment is not sufficient to satisfy the Department's obligations for the period of April 1, 2007 through June 30, 2007 the Department will pay the balance due up to the cumulative total commitment of \$12,477,000 in accordance with section 215.422 F.S. based on the invoice for the month of June 2007.

DEPARTMENT RESPONSIBILITIES

1. The Department will maintain the deductible fund per the CSXT Operating and Management Agreement.
2. The Department shall coordinate and prepare the appropriate applications to the FHWA (Federal Highway Administration) for federal operating assistance in conjunction with funding the I-95 reconstruction activities. These funds, (\$4,000,000 yearly) shall be provided for maintenance of traffic (train service) during the construction phase of I-95, and shall continue as reflected in the Departments Five-Year Work Program and Resource Plan.
3. The Department shall appoint a Project Liaison Coordinator. The Project Liaison Coordinator will be the District 4 Director of Transportation Development or his designee and will be the primary contact person for the Agency staff.
4. Project funds shall be transferred from the Department to the Agency to the extent allowable by federal and state laws and regulation for carrying out the project; project funds shall be transferred to the Agency in a timely manner to maintain the Agency's continuous operation, and as to allow the Agency to comply with its contractual and statutory and federal grant obligations.
5. The Department shall provide complete and timely fiscal and budget information to the Agency. Due to the assignment to the Agency of expenditure and records accountability as specified in the amended Memorandum of Agreement (MOA), it is necessary that the Agency be provided complete and current fiscal and budget information.
6. The Department shall work with the Agency to program the required Agency operating and capital funds in each year of the Department's Five-Year Work Program.

EXHIBIT "C" (Continued)
SPECIAL CONSIDERATIONS

Eligibility for Future Funding:

1. The Department's participation is limited to a maximum of 50% of the net of the operating cost of the service in accordance with Section 341.303 (4)(a) F.S.
2. The Department has made every effort to identify those costs associated with the Phase A Operating and Management Agreement and the Phase B Operating and Management Agreement which will impact the Agency fiscally. From time to time during the administration of the Phase A Operating and Management Agreement or the Phase B Operating and Management Agreement additional elements of maintenance or capital costs may arise which will impact the Agency as a user of the state owned property. If additional elements arise which are not specified in this agreement, the Agency will be notified immediately so appropriate budgeting can be initiated.
3. The Agency shall provide to the Department, in a timely manner, all documentation necessary to assure the Department's maximum reimbursement through other funding sources. These funding sources shall include, but not be limited to: The FHWA, and U.S. Department of Energy Oil Overcharge Funds, as administered by the Governor's Energy Office.
4. This JPA in no way cancels, voids, replaces or supersedes any other contract or agreement the Department and the Agency have entered into. All joint agreements or contracts are in force until such time as both parties complete or terminate said agreements or contacts.
5. The Agency shall provide general liability insurance in accordance with Section 343.54(3)(p), Florida Statutes.

EXHIBIT - D

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
Federal Highway Administration	20.205 Highway Planning and Construction	\$4,000,000

Compliance Requirements Or Objectives:

1. Funding is to assist Tri-Rail for operating expenses for operation a commuter rail service in West Palm Beach, Broward and Dade Counties to mitigate vehicle traffic on Interstate 95 during road construction.
2. Funds are authorized by CMAQ (Congestion Mitigation and Air Quality) Improvement Program.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.018 Operating and Capital Assistance Program	\$12,477,000

Compliance Requirements or Objectives:

1. To provide funding for commuter operations and capital projects.
2. Operating funds are awarded as matching funds received by Tri-Rail from West Palm Beach, Broward and Dade Counties.
3. Capital funds are awarded up to 50% of nonfederal and non private share of the cost of any eligible railroad capital improvement project that is local in scope. 100% of the cost of any eligible railroad capital improvement that is statewide in scope or involves more then one county.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, **require** that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

THIRD AMENDMENT TO AGREEMENT NO. 02-710
WITH GREENBERG TRAURIG, P.A.
GENERAL COUNSEL LEGAL SERVICES

REQUESTED ACTION:

MOTION TO APPROVE Third Amendment to Agreement No. 02-710 between the South Florida Regional Transportation Authority (SFRTA) and Greenberg Traurig, P.A. for General Counsel Legal Services, exercising the second of two (2) one (1) year renewal options in the firm fixed amount of \$125,000.

SUMMARY EXPLANATION AND BACKGROUND:

On August 9, 2002, the Board approved Agreement No. 02-710 with Greenberg Traurig, P.A. to provide general counsel legal services to SFRTA/Tri-Rail for an initial term of three (3) years with two (2) one (1) year options, in the firm fixed amount of \$125,000 per year.

Based on the satisfactory performance of Greenberg Traurig, P.A. and its lead attorneys assigned to SFRTA, Ms. Teresa Moore and Mr. Bruce Giles-Klein, staff is recommending the Board exercise the second renewal option to the contract. This Amendment will extend the period of performance through August 17, 2007 in the firm fixed amount of \$125,000 for the one year renewal option.

Department: Executive
Project Manager: Joseph Giulietti

Department Director: Joseph Giulietti
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in the FY 2006-07 Operating Budget

EXHIBITS ATTACHED: [Exhibit 1 – Third Amendment to Agreement No. 02-710](#)

THIRD AMENDMENT TO AGREEMENT NO. 02-710
WITH GREENBERG TRAURIG, P.A.
GENERAL COUNSEL LEGAL SERVICES

Recommended by: _____
Department Director Date

Approved by: Chris Bros 6/14/06
Contracts Director Date

Authorized by: Joseph Lubetti 6/14/06
Executive Director Date

Approved as to Form by: [Signature] 6/14/06
General Counsel Date
STAFF

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro

_____ Yes _____ No

John Martinez

_____ Yes _____ No

James A. Cummings

_____ Yes _____ No

Neisen Kasdin

_____ Yes _____ No

Marie Horenburger

_____ Yes _____ No

Commissioner Jeff Koons

_____ Yes _____ No

Bill T. Smith

_____ Yes _____ No

Commissioner James A. Scott

_____ Yes _____ No

George Morgan, Jr.

_____ Yes _____ No

THIRD AMENDMENT TO AGREEMENT NO. 02-710

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

GREENBERG TRAURIG, P.A.

FOR

GENERAL COUNSEL LEGAL SERVICES

This is a Third Amendment to the Agreement for General Counsel Legal Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, formerly known as the Tri-County Commuter Rail Authority or TCRA, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **GREENBERG TRAURIG, P.A.**, hereinafter referred to as “**GENERAL COUNSEL**”.

WHEREAS, on August 1, 2003, the **SFRTA** was established pursuant to amendments to Chapter 343, Florida Statutes (“F.S.”); and

WHEREAS, pursuant to the above referenced amendments to Chapter 343, F.S., the **SFRTA** is the successor and assignee of TCRA and inherited all rights, assets, labor agreements, appropriations, privileges, and obligations of TCRA; and

WHEREAS, on August 9, 2002, **GENERAL COUNSEL** and TCRA entered into a three year Agreement hereinafter referred to as “Agreement” in the firm fixed price amount of \$125,000.00 per year for the initial three year term with two (2) one (1) year options; and

WHEREAS, on October 1, 2002, the First Amendment to the Agreement between **GENERAL COUNSEL** and TCRA was executed to include the hourly rate of paralegals for additional legal services of **GENERAL COUNSEL**; and

WHEREAS, on June 24, 2005, the Second Amendment to the Agreement between **GENERAL COUNSEL** **SFRTA** was executed to renew the Agreement for one additional year through August 17, 2006; and

WHEREAS, **SFRTA** now wishes to amend the Agreement to include a Conflict of Interest provision regarding the **GENERAL COUNSEL**’s legal representation contrary to the position of **SFRTA**; and

WHEREAS, the Agreement has been mutually beneficial to both parties and **SFRTA** now desires to exercise the second of two one-year renewal options as authorized by the terms

and conditions of the Agreement in the firm fixed amount of \$125,000.00; **NOW THEREFORE:**

IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. SCOPE OF SERVICES is amended to include the following:

CONFLICT OF INTEREST

A. This Section shall apply to GENERAL COUNSEL, and any other agent or employee engaged by the GENERAL COUNSEL. GENERAL COUNSEL agrees to incorporate the provisions of this Section into any subcontract into which it might enter with reference to the work performed.

B. GENERAL COUNSEL shall not enter into any other contract with any other private or public entity during the term of the Agreement with SFRTA that would create or involve a conflict of interest with the services provided herein. GENERAL COUNSEL shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency, on any matter where such party's interest may be adverse to the SFRTA without the prior written permission of the SFRTA. In the event GENERAL COUNSEL desires to represent another party before any of the aforementioned public officials, bodies or agencies on any matter where such party's interest may be adverse to the SFRTA, it shall promptly inform the Executive Director of the SFRTA in writing of the party it wishes to represent and of the nature of the proposed representation. The SFRTA, in its sole and absolute discretion, may preclude GENERAL COUNSEL from simultaneously representing the SFRTA and another party when the SFRTA determines that representation of such other party may be adverse to the SFRTA's interest. In making such determination, the SFRTA shall have sole and absolute discretion to determine the role of GENERAL COUNSEL and the nature of its representation of the SFRTA. Should GENERAL COUNSEL fail, after five (5) days' notice, to cure a conflict as determined by the SFRTA, the SFRTA shall have the right to terminate the Agreement with GENERAL COUNSEL.

2. **TERM** is amended to read as follows:

The Agreement shall commence upon execution by all parties and shall be for an initial period of ~~four (4) years~~ five (5) years starting upon TCRA's SFRTA's issuance of a Notice to Proceed. ~~TCRA SFRTA shall have the sole option of extending the term for two (2) one (1) additional one year periods by giving General Counsel thirty (30) days notice prior to expiration.~~

3. **COMPENSATION** is amended to read as follows:

~~TCRA SFRTA~~ SFRTA agrees to pay the GENERAL COUNSEL compensation as specified in the General Terms & Conditions, Special Terms & Conditions, and GENERAL COUNSEL'S Price Proposal the firm fixed amount of ~~One Hundred Twenty-five Thousand Dollars (\$125,000.00) for Year One, One Hundred Twenty-five Thousand Dollars (\$125,000.00) for Year Two, and One Hundred Twenty-five Thousand Dollars (\$125,000.00) for Year Three, and One Hundred Twenty-five Thousand Dollars (\$125,000.00) for Year Four, and One Hundred Twenty-five Thousand Dollars (\$125,000.00) for Year Five.~~

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Third Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Agreement on the respective date under each signature: **GREENBERG TRAURIG, P.A.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

CHRIS BROSS, Director
Procurement

ATTEST:

GREENBERG TRAURIG, P.A.

WITNESS

By _____
SHAREHOLDER

(Corporate Seal)

_____ DAY OF _____, 2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

THIRD AMENDMENT TO AGREEMENT No. 01-611
WITH C² GROUP, LLC
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Third Amendment to Agreement No. 01-611 between South Florida Regional Transportation Authority (SFRTA) and the C² Group, LLC for federal legislative consultant services, to extend contract term through December 31, 2006, in the firm, fixed price amount of \$8,167 per month.

SUMMARY EXPLANATION AND BACKGROUND:

On August 24, 2001, the Board approved Agreement No. 01-611 with C² Group, LLC to provide legislative consultant services for a period of three (3) years, with two (2) one (1) year renewal options. The Agreement was for \$98,000 annually. The C² Group, LLC provides extensive knowledge of federal government processes and experience in Washington; has first hand experience in the transit industry and has extensive contacts with the Federal Transit Administration (FTA), Federal Railroad Administration (FRA), CSXT and Amtrak, as well as the Governor's office in Tallahassee.

Mr. John Cline of C² Group, LLC was instrumental in securing the Full Funding Grant Agreement (FFGA) for the Double Track Corridor Improvement Program Segment 5 Project. In addition, the C² Group assisted staff in securing annual federal appropriations as committed in the FFGA and also in securing authorization of the Segment 5 Project, Jupiter Corridor, Florida East Coast (FEC) Corridor and Scripps Corridor in the TEA-21 Reauthorization Bill.

(Continued on page 2)

Department: Planning and Capital Development
Project Manager: Cheryl Clark

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: Funding in the amount of \$28,585 for this amendment is available in the FY 2006-07 Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Third Amendment to Agreement No. 01-611](#)

THIRD AMENDMENT TO AGREEMENT No. 01-611
WITH C² GROUP, LLC
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

During the second session of the 109th U.S. Congress, Mr. Cline has assisted SFRTA staff in the federal appropriations process. Since it is expected that the 109th Congress will not adjourn on October 6, 2006 as originally scheduled and it is anticipated that Congress will be in session until December 2006, it is in the best interest of SFRTA to extend the C² Group contract through the end of the calendar year. The C² Group, LLC will continue to assist staff in reviewing, analyzing and tracking all federal legislation that may have an impact on the SFRTA. Additionally, the C² Group, LLC will continue to work with Congressional members and committee staff on annual appropriations, securing the maximum amount of funding for SFRTA in any given year. Staff is now recommending approval of the Third Amendment to the Agreement.

WITH C² GROUP, LLC
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

Recommended by: [Signature] 6/14/06
Department Director Date

Authorized by: [Signature] 6/14/06
Executive Director Date

Approved by: [Signature] 6/14/06
Contracts Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Tracking No. 0623 0643

AGENDA ITEM NO. R5

Page 3

THIRD AMENDMENT TO AGREEMENT No. 01-611
WITH C² GROUP LLC
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

Recommended by: _____
 Department Director Date

Approved by: _____
 Contracts Director Date

Authorized by: _____
 Executive Director Date

Approved as to Form by  6/13/06
 General Counsel Date

Board Action:

Approved ☐ Yes ☐ NoVote ☐ Unanimous

Amended Motion:

Commissioner Bruno Barreiro ☐ Yes ☐ NoCommissioner Jeff Koon, ☐ Yes ☐ NoJames A. Cummings ☐ Yes ☐ NoJohn Martinez ☐ Yes ☐ NoMarc Horenburger ☐ Yes ☐ NoGeorge A. Morgan, Jr. ☐ Yes ☐ NoNeisen Kasdin ☐ Yes ☐ NoCommissioner James A. Scott ☐ Yes ☐ NoBill T. Smith ☐ Yes ☐ No



THIRD AMENDMENT TO AGREEMENT NO. 01-611

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

C² GROUP, LLC

FOR

FEDERAL LEGISLATIVE CONSULTANT SERVICES

THIRD AMENDMENT TO AGREEMENT NO. 01-611

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

C² GROUP, LLC

FOR

FEDERAL LEGISLATIVE CONSULTANT SERVICES

This is a Third Amendment to the Agreement for Federal Legislative Consultant Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, formerly known as the Tri-County Commuter Rail Authority or TCRA, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **C² GROUP, LLC**, hereinafter referred to as “**CONSULTANT**”.

WHEREAS, on August 1, 2003, the **SFRTA** was established pursuant to amendments to Chapter 343, Florida Statutes (“F.S.”); and

WHEREAS, pursuant to the above referenced amendments to Chapter 343, F.S., the **SFRTA** is the successor and assignee of TCRA and inherited all rights, assets, labor agreements, appropriations, privileges, and obligations of TCRA; and

WHEREAS, on August 24, 2001, **CONSULTANT** and TCRA entered into a three year Agreement hereinafter referred to as “Agreement” in the firm fixed price amount of \$98,000.00 per year; and

WHEREAS, on July 16, 2004, the First Amendment to the Agreement between **CONSULTANT** and **SFRTA** was executed to exercise the first of two one-year renewal options as authorized by the terms and conditions of the Agreement in the firm fixed price amount of \$98,000.00; and

WHEREAS, on September 23, 2005, the Second Amendment to the Agreement between **CONSULTANT** and **SFRTA** was executed to exercise the second of two one-year renewal options as authorized by the terms and conditions of the Agreement in the firm fixed price amount of \$98,000.00; and

WHEREAS, Agreement No. 01-611 with **CONSULTANT** is scheduled to expire on September 17, 2006. Since the 109th Congress is not expected to adjourn until December 2006, it is in the best interest of **SFRTA** to continue its contractual relationship with **CONSULTANT**

through completion of the legislative session by extending the Agreement through December 31, 2006;

NOW THEREFORE IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. TERM is amended to read as follows:

CONSULTANT shall perform the services described in Section 3.0, Scope of Services, as directed by the Project Manager. The period of performance shall be effective ~~for a period of five (5) years~~ from issuance of a Notice to Proceed through December 31, 2006.

2. COMPENSATION is amended to read as follows:

~~TCRA~~ SFRTA agrees to pay the CONSULTANT as specified in the General Terms & Conditions the firm fixed price amount of Ninety Eight Thousand Dollars (\$98,000.00) annually through September 17, 2006 and Eight Thousand One Hundred Sixty-seven Dollars (\$8,167.00) per month to be prorated for the month of September 2006 and paid in full each month thereafter through and including December 2006.

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Third Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Agreement on the respective date under each signature: **C² GROUP, LLC**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

C² GROUP, LLC

WITNESS

PRESIDENT OR VICE-PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

AGREEMENT NO. 06-515
THOMPSON COBURN, LLP
FEDERAL LEGAL CONSULTANT SERVICES

REQUESTED ACTION:

MOTION TO APPROVE Agreement No. 06-515 between the South Florida Regional Transportation Authority (SFRTA) and Thompson Coburn, LLP for Federal Legal Consultant Services for a period of three years with two one-year optional renewal periods, in the annual maximum not-to-exceed amount of \$30,000.00.

SUMMARY EXPLANATION AND BACKGROUND:

In April 2001 the Board approved an Agreement with Thompson Coburn, LLP for consulting services related to the Full Funding Grant Agreement (FFGA) and other federal legal issues. The Agreement was for a three year term with two one-year renewal options. Mr. Kent Woodman of Thompson Coburn, LLP was instrumental in assisting Staff with the securing of the FFGA with the Federal Transit Administration for the Double Track Corridor Improvement Program. Throughout the contract term Thompson Coburn, LLP has provided staff with federal legal support related to procurement and labor matters. The firm has also provided coordination with SFRTA's federal legislative consultant in Washington D.C. and provided legal assistance with the on-going Phase B implementation efforts.

Based on the continuing need for legal consulting services related to Federal issues, Staff recommends the approval of Agreement No. 06-515 with Thompson Coburn, LLP for a period of three years with two one-year renewal options in the annual maximum not-to-exceed amount of \$30,000.00.

Department: Executive
Project Manager: Jeffrey Olson

Department Director: Joseph Giulietti
Procurement Director: Chris Bross

FISCAL IMPACT: Funding will be available in FY 06/07 Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Agreement No. 06-515](#)
 [Exhibit 2 – Scope of Services](#)

Recommended by: Joseph Mulheff 6/14/02
Department Director Date

Approved by: Chad Gross 6/14/02
Contracts Director Date

Authorized by: Joseph Mulheff 6/14/02
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Commissioner Jeff Koons _____Yes _____No
John Martinez _____Yes _____No
George A. Morgan, Jr. _____Yes _____No
Commissioner James A. Scott _____Yes _____No
Bill T. Smith _____Yes _____No

Tracking No 0623 0644
 Page 2

AGENDA ITEM NO. R6

AGREEMENT NO. 06-515
THOMPSON COBURN LLP
FEDERAL LEGAL CONSULTANT SERVICES

Recommended by: _____
 Department Director Date

Approved by _____
 Contracts Director Date

Authorized by: _____
 Executive Director Date

Approved as to Form Here 6/13/06
 General Counsel Date

Board Action.

Approved _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
 James A. Cummings _____ Yes _____ No
 Marc Horenburger _____ Yes _____ No
 Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
 John Martinez _____ Yes _____ No
 George A. Morgan, Jr _____ Yes _____ No
 Commissioner James A. Scott _____ Yes _____ No
 Bill T. Smith _____ Yes _____ No



AGREEMENT NO. 06-515

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THOMPSON COBURN, LLP

FOR

FEDERAL LEGAL CONSULTANT SERVICES

AGREEMENT NO. 06-515

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THOMPSON COBURN, LLP

FOR

FEDERAL LEGAL CONSULTANT SERVICES

This is an Agreement, by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as “SFRTA”,

AND

THOMPSON COBURN, LLP, a Missouri Limited Liability Partnership, authorized to and doing business in the State of Florida, hereinafter referred to as “FIRM”.

DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- a. Board. The board of directors and governing body of the SFRTA, created pursuant to Chapter 343, Florida Statutes (2003).
- b. Contract Administrator. The Executive Director for SFRTA or appointed designee. In the administration of this Agreement, all parties may rely upon the instructions or determinations made by the Contract Administrator.
- c. Firm. The Firm selected to perform the services pursuant to this Agreement is Thompson Coburn, LLP.
- d. Project. Providing all services described in the Contract Documents.
- e. Project Manager. A person supplied by SFRTA and the single point of contact for Firm with SFRTA.

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicated for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- FIRM was determined to be the most qualified firm for the FEDERAL LEGAL CONSULTANT SERVICES.

FIRM covenants and agrees to perform all obligations of FIRM set forth in this Agreement and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Agreement are hereinafter called "Contract Documents".

General Terms and Conditions
Special Terms and Conditions
Scope of Services

TERM

The period of performance shall be for a term of three (3) years from the issuance of a Notice to Proceed, with SFRTA's sole option to renew for an additional two (2) one (1)-year option periods.

COMPENSATION

SFRTA agrees to pay the FIRM compensation as specified in the Special Terms and Conditions the maximum not-to-exceed amount of Thirty Thousand Dollars (\$30,000.00) annually.

ADDRESSES

FIRM:

Thompson Coburn, LLP
1909 K Street N.W.
Suite 600
Washington DC 20006

Attn: G. Kent Woodman

SFRTA:

South Florida Regional Transportation Authority
800 N.W. 33 Street
Suite 100
Pompano Beach, FL 33064

Attn: Jeffrey Olson

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **THOMPSON COBURN, LLP**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JEFF KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

THOMPSON COBURN, LLP

WITNESS

PARTNER

_____ DAY OF _____, 2006

(Corporate Seal)

3.0 - SCOPE OF SERVICES

Federal Legal Consultant shall provide the services set forth below:

- 3.1 The Federal Legal Consultant shall provide special legal counsel services to SFRTA and prepare all necessary documents on issues regarding federal programs, including but not limited to the following:
 - 3.1.1 Federal procurement requirements, including construction projects and rolling stock purchases;
 - 3.1.2 Federal environmental and planning requirements;
 - 3.1.3 Any close-out issues in connection with the Full Funding Grant Agreement;
 - 3.1.4 Federal issues relating to joint development proposals and projects;
 - 3.1.5 FTA New Starts process and project development;
 - 3.1.6 Americans with Disabilities Act of 1990 issues;
 - 3.1.7 Disadvantaged Business Enterprise and Title VI of the Civil Rights Act requirements;
 - 3.1.8 Buy America issues;
 - 3.1.9 U.S. DOT programs or matters, including those of the Federal Highway Administration and Federal Railroad Administration; and
 - 3.1.10 Other Federal issues as appropriate.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

AGREEMENT NO. 06-852
MITIGATING CIRCUMSTANCES, INC.
HOLLAND PARK MITIGATION PROJECT

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 06-852 between the South Florida Regional Transportation Authority (SFRTA) and Mitigating Circumstances, Inc., for construction of the Holland Park Mitigation Project, in the total contract amount of \$374,414.62.

SUMMARY EXPLANATION AND BACKGROUND:

Agreement No. 06-852 is for construction services needed for the Holland Park Mitigation Project. This project is required to fulfill the environmental permit obligations under the New River Bridge project. The construction of the New River Bridge required the removal of saltwater wetland habitat. The environmental permitting entities of Broward County and the South Florida Water Management District (SFWMD) required replacement of the removed habitat in order to issue a permit. Due to the unique type of habitat requiring replacement, the Holland Park site was deemed by the permitting agencies as a suitable replacement site.

An Invitation to Bid (ITB) was publicly advertised on April 30, 2006. Ten (10) firms purchased solicitation documents and three (3) bids were received on June 6, 2006. Upon review and evaluation of the bids received, SFRTA staff selected Mitigating Circumstances, Inc., as the lowest responsive and responsible bidder.

(Continued on page 2)

Department: Engineering & Construction
P.E.

Department Director: Daniel R. Mazza,

Project Manager: Mark Pistiner, P.E.

Procurement Director: Chris Bross

FISCAL IMPACT: Funding in the amount of \$374,414.62 for this Agreement is available in the FY 2006-07 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Agreement No. 06-852](#)

AGREEMENT NO. 06-852
MITIGATING CIRCUMSTANCES, INC.
HOLLAND PARK MITIGATION PROJECT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

After a satisfactory review of the Bid Submittal, SFRTA staff recommends entering into an Agreement for the construction services with Mitigating Circumstances, Inc., in the total contract amount of \$374,414.62. The term of the Agreement shall be one hundred fifty (150) Calendar Days.

AGREEMENT NO. 06-852
MITIGATING CIRCUMSTANCES, INC.
HOLLAND PARK MITIGATION PROJECT

Recommended by: Don Mager 6/14/06
Department Director Date

Approved by: Chris Bros 6/14/06
Contracts Director Date

Authorized by: Jeff Koons 6/14/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

James A. Cummings _____ Yes _____ No

John Martinez _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

AGREEMENT NO. 06-852
MITIGATING CIRCUMSTANCES, INC.
HOLLAND PARK MITIGATION PROJECT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by  _____
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No

Commissioner Jeff Koons Yes No

James A. Cummings Yes No

John Martinez Yes No

Marie Horenburger Yes No

George A. Morgan, Jr. Yes No

Neisen Kasdin Yes No

Commissioner James A. Scott Yes No

Bill T. Smith Yes No



AGREEMENT NO. 06-852

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

MITIGATING CIRCUMSTANCES, INC.

FOR

HOLLAND PARK MITIGATION PROJECT

AGREEMENT NO. 06-852

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

MITIGATING CIRCUMSTANCES, INC.

FOR

HOLLAND PARK MITIGATION PROJECT

This is an Agreement, by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as "SFRTA",

AND

MITIGATING CIRCUMSTANCES, INC., a Florida Corporation, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR".

DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- a. Board. The Governing Board of the SFRTA, created pursuant to Chapter 343, Florida Statutes (2003).
- b. Contract Administrator. The Executive Director for SFRTA or appointed designee. In the administration of this Agreement, all parties may rely upon the instructions or determinations made by the Contract Administrator.
- c. Contractor. The Contractor selected to perform the services pursuant to this Agreement is Mitigating Circumstances, Inc.
- d. Project. Providing all services described in the Contract Documents.
- e. Project Manager. A person supplied by SFRTA and the single point of contact for Contractor with SFRTA.

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicated for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- An Invitation to Bid was advertised by SFRTA as ITB No. 06-852, for HOLLAND PARK MITIGATION PROJECT, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent.

CONTRACTOR covenants and agrees to perform all obligations of CONTRACTOR set forth in this Agreement and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Agreement are hereinafter called “Contract Documents”.

Instructions to Bidders
General Terms and Conditions
Special Terms and Conditions
Contract Drawings
Definition of Terms
Advertisement
All Exhibits and Attachments
Addendum No. 1
Bid Form (Includes Unit Price Schedule)
Bidder's Qualification Certification
Firm's Key Employee Certification
DBE Participation Schedule
Drugfree Workplace Certification
Debarment & Suspension Certification
Truth in Negotiation Certificate
Declaration of Non-Collusion Certification
Schedule of Subcontractors
Intent to Perform as a Subcontractor
Certificate of Disbursement of Previous Periodic Payment to Subcontractors
Subcontractors Certificate of Previous Payment
Monthly Subcontractor Utilization Report
Monthly Employee Utilization Report
Performance Bond
Payment Bond
Release and Affidavit
Design Change Notice
Field Change Notice
Change Order

TERM

The period of performance shall be effective from the date of the Notice to Proceed for a period of 150 calendar days.

COMPENSATION

SFRTA agrees to pay the CONTRACTOR compensation as specified in the General Terms and Conditions, Special Terms and Conditions, and Bid Form the total contract amount of Three Hundred Seventy-four Thousand Four Hundred Fourteen and 62/100 Dollars (\$374,414.62).

ADDRESSES

CONTRACTOR:

Mitigating Circumstances, Inc.
4425 S.W. 26 Avenue
Fort Lauderdale, FL 33312

Attn: Maurice Bay

SFRTA:

South Florida Regional Transportation Authority
800 NW 33 Street
Suite 100
Pompano Beach, FL 33064

Attn: Dan Mazza

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **MITIGATING CIRCUMSTANCES, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

MITIGATING CIRCUMSTANCES, INC.

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2006

(Corporate Seal)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

EVALUATION AND SELECTION COMMITTEE FOR
REQUEST FOR PROPOSAL NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

REQUESTED ACTION:

MOTION TO APPROVE: The Evaluation and Selection Committee for the analysis and ranking of proposals for the Universal Automated Fare Collection System. The members include: **Renee L. Mathews**, CPA – SFRTA Manager of Special Projects and Regional Program Manager for the Universal Automated Fare Collection System (UAFCS) Project; **Hugh W. Chen**, P.E., - MDT Chief, Field Engineering and Systems Maintenance and MDT Project Manager for the UAFCS Project; **Jose H. Rodriguez**, - MDT Lead Field Test Engineer and MDT Deputy Project Manager for the UAFCS Project; **Daniel Mondesir**, - MDT Construction Manager III; and, **James Fourcade**, - BCT Transit Manager of Maintenance.

SUMMARY EXPLANATION AND BACKGROUND:

At the May 27, 2005 SFRTA Board of Directors Meeting, the Board approved authorization to prepare and issue a new solicitation for the design, manufacture, delivery, installation and integration of automated fare collection equipment for the Universal Automated Fare Collection System (UAFCS). At the March 24, 2006 SFRTA Board of Directors Meeting, the evaluation criteria for this procurement was approved. The number of representatives from partner agencies on the Evaluation and Selection Committee has been established by the previously approved Interlocal Agreement. The results of the selection process will be presented to SFRTA's Board of Directors.

Department: Executive
Project Manager: Renee Mathews

Department Director: Joseph Giulietti
Procurement Director: Christopher Bross

FISCAL IMPACT: Not Applicable.

EXHIBITS ATTACHED: [Exhibit 1 – Background of Evaluation and Selection Committee](#)

EVALUATION AND SELECTION COMMITTEE FOR
REQUEST FOR PROPOSAL NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

Recommended by: Joseph Gulletti 6/14/06 Approved by: Chris Dross 6/14/06
Department Director Date Procurement Director Date

Authorized by: Joseph Gulletti 6/14/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Neisen Kasdin	_____ Yes _____ No
Commissioner Jeff Koons	_____ Yes _____ No	John Martinez	_____ Yes _____ No
George Morgan Jr.	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

EVALUATION AND SELECTION COMMITTEE FOR
REQUEST FOR PROPOSAL NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by [Signature] 6/12/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Neisen Kasdin	_____ Yes _____ No
Commissioner Jeff Koons	_____ Yes _____ No	John Martinez	_____ Yes _____ No
George Morgan Jr.	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

**BACKGROUND OF EVALUATION AND SELECTION COMMITTEE MEMBERS FOR
THE ANALYSIS AND RANKING OF PROPOSALS FOR RFP NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM**

Renee L. Matthews, CPA

SFRTA Manager of Special Projects and Regional
Program Manager for the UAFCS Project.

Renee has over 16 years experience with SFRTA in the government finance, accounting, financial reporting, cash management and revenue administration fields. Additionally, she previously served as SFRTA's Comptroller and Director of Revenue. Renee is a Florida Certified Public Accountant. She has been with SFRTA since August, 1989.

Hugh W. Chen, P.E.

MDT Chief, Field Engineering and Systems
Maintenance and MDT Project Manager for UAFCS
Project.

Hugh has over 14 years experience in public transit engineering in a variety of capacities. He currently supervises a staff of 144 including engineers, network and information technology professionals and service technicians. His responsibilities include maintenance of MDT system-wide electronic systems. He has been with MDT since March, 1992.

Jose H. Rodriguez

MDT Lead Field Test Engineer and MDT Deputy
Project Manager for UAFCS Project.

Jose has over 22 years experience with MDT primarily working on electrical engineering issues concerning Fare Collection Systems, Communications, and IT. He has been with MDT since October, 1983.

Daniel Mondesir

MDT Construction Manager III.

Daniel has been with MDT for over 10 years and is responsible for all Systems under the Design and Engineering Division of MDT. He is actively involved in the design, development and engineering of transit related systems including Fare Collection, Train Control, Traction Power, UPS, Communications, and Monitoring Network. He has been with MDT since January, 1995.

James Fourcade

BCT Transit Manager of Maintenance.

James has in-depth knowledge of vehicles in public surface transit operations, support equipment and facilities. He comes to BCT with 20 years experience at WMATA including Manager of Bus Maintenance Analysis, Engineering and Maintenance Support as well as 10 years as Chief Maintenance Officer for the Greater Dayton RTA.

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

CHANGE ORDER NO. 4 TO AGREEMENT NO. 03-195 FOR THE
PURCHASE OF PRIORITY PARTS AND RUNNING REPAIRS
WITH COLORADO RAIL CAR FOR DIESEL MULTIPLE UNITS (DMU's)

REQUESTED ACTION:

MOTION TO APPROVE: Change Order No. 4 to Agreement No. 03-195, between the South Florida Regional Transportation Authority (SFRTA) and Colorado Railcar Manufacturing, LLC, to purchase priority spare parts and running repairs for the Double Deck DMU's and Bi-level Coach's, in the amount of \$591,387.

SUMMARY EXPLANATION AND BACKGROUND:

On March 26, 2004, the Board approved Agreement No. 03-195 for the purchase of a trainset consisting of one (1) single level DMU, one double deck DMU and one double deck trailer.

On February 25, 2005, the Board approved Change Order No. 1 for sole source negotiations with Colorado Rail Car Manufacturing, LLC for the purchase of additional Diesel Multiple Unit's (DMUs), in the amount of \$9,191,000.

On May 27, 2005, the Board approved Change Order No. 2 encompassing structural modifications per Volpe's interpretation of structural regulations to cars TRCX702, TRCX703 and TRCX7001 (Single deck DMU, double deck DMU and double deck trailer respectively) at no additional cost.

(Continued on page 2)

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding provided by FDOT JPA No. ANE05.

EXHIBITS ATTACHED: [Exhibit 1 - Change Order No. 4 to Agreement No. 03-195](#)

CHANGE ORDER NO. 4 TO AGREEMENT NO. 03-195 FOR THE
PURCHASE OF PRIORITY PARTS AND RUNNING REPAIRS
WITH COLORADO RAIL CAR FOR DIESEL MULTIPLE UNITS (DMU's)

SUMMARY EXPLANATION AND BACKGROUND (CONTINUED):

On November 14, 2005, the Board approved Change Order No. 2.01 exercising the option in Change Order No. 2 to purchase one (1) additional double deck trailer railcar, in the amount of \$2.8 million.

On November 14, 2005 the Board approved Change Order No. 3 to purchase one (1) double deck DMU to replace the fire-damaged single level DMU, in the amount of \$4 million. Receipt of insurance claim funds in the amount of \$2.8 million was received on April 11, 2006 and NTP issued for the replacement DMU on April 19, 2006.

Change Order No. 4 supports the purchase of priority spare parts and running repairs. A list of the parts and other information has been provided to SFRTA staff for review and concurrence. The spare parts and running repairs are outside of the scope of warranty.

The new double deck DMU train sets will be integrated into the existing SFRTA/Tri-Rail's schedule currently operating on the rail corridor from the Mangonia Park Station in Palm Beach County to the Miami Airport Station in Miami-Dade County.

Recommended by: B Barkman 6/14/06 Approved by: Chris Bros 6/14/06
Department Director Date Procurement Director Date

Authorized by: A. J. Smith 6/14/06 Approved as to Form by: [Signature]
Executive Director Date General Counsel Date
STATE

Commissioner Jeff Koons _____Yes _____No
John Martinez _____Yes _____No
George A. Morgan, Jr. _____Yes _____No
Commissioner James A. Scott _____Yes _____No
Bill T. Smith _____Yes _____No



C H A N G E O R D E R
Contract No. 03-195

Change Order No. 4

**Project: Revenue Service Demonstration of Compliant Diesel Multiple Unit
Self-Propelled Passenger Cars**

Contractor: Colorado Railcar Manufacturing, LLC

Consultant: N/A

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signature below by the Executive Directors of SFRTA.

Description of Change, Reason Therefore, and Cost and/or Time Extension:

1. **Change:** Spare Parts.
Reason for change: Necessary to minimize out of service time on the DMU trains
Cost of change: \$250,000.
Time Extension for change: 365 days from NTP for double deck DMU.
2. **Change:** Running repairs
Reason for change: Necessary to minimize out of service time on the DMU trains
Cost of change: \$341,387.
Time Extension for change: 365 days from NTP for double deck DMU.
3. **Change:** Time extension for the 2 Double Deck DMU's in Change Order No. 2
Reason for change: Product Enhancement
Cost of change: No cost.
Time Extension for change: Extended to August 31, 2006.

Accepted by Contracts Procurement:

Signature: _____

Name and Title: _____

Date: _____

Accepted by SFRTA Project Manager:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Contractor:

Signature: 

Name and Title: JOHN L. THOMPSON SRV/CFO

Date: JUNE 12, 2006

Approved by SFRTA Executive Director:

Signature: _____

Name and Title: _____

Date: _____

Approved as to form and legal sufficiency:

Signature: _____

Name and Title: _____

Date: _____

Approved by SFRTA Board of Directors:

Signature: _____

Name and Title: _____

Date: _____

CHANGE ORDER SUMMARY

Contract No. 03-195

Change Order No. 4

Project: Revenue Service Demonstration of Compliant Diesel Multiple Unit
Self-Propelled Passenger Cars

Contractor: Colorado Railcar Manufacturing, LLC

Consultant: N/A

CHANGE ORDER COST SUMMARY

Original Contract Amount:		\$ 7,800,000.00
Cost of Change Orders To-Date:		\$ 16,290,000.00
	SUB-TOTAL COST	\$ 24,090,000.00
Cost of This Change Order:		\$ 591,387.00
	TOTAL COST	\$24,681,387.00

CHANGE ORDER TIME SUMMARY

Original Contract Time:	365 days
Time Added / Deleted by Change Orders To-Date:	TBD
Time Added / Deleted by This Change Order:	TBD
TOTAL TIME	TBD

CHANGE ORDER HISTORY

Change Order No.	Date	Increase (+) or Decrease (-)
1	17 February 2005	Increase \$190,000.00
2	18 May, 2005	Increase \$9,300,000
2.01	28 October, 2005	Increase \$2,800,0000
3	November 14, 2005	Increase \$4,000,000
4	TBD	Increase \$591,387

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FIRST AMENDMENT
FUNDING AGREEMENT NO. 05-107 WITH
SOUTH FLORIDA EDUCATION CENTER TMA
FEEDER BUS TRANSPORTATION SERVICES

REQUESTED ACTION:

MOTION TO APPROVE First Amendment to Agreement No. 05-107, between the South Florida Regional Transportation Authority and the South Florida Education Center Transportation Management Association (SFEC) for Feeder Bus Transportation Services. Under the Agreement, SFRTA will provide 50% of the operating funds for the SFEC's route, in the maximum not-to-exceed amount of \$95,000 for Fiscal Year 2007.

SUMMARY EXPLANATION AND BACKGROUND:

In June of 1999, Tri-Rail's Board of Directors approved a Feeder Bus Plan which called for the implementation of new feeder bus routes. Further Board action approved Agreement No. 00-181 with SFEC to fund fifty percent (50%) of a weekday route.

The route, connecting SFRTA/Tri-Rail passengers from the Ft. Lauderdale Airport Station to the South Florida Education Center, has been in operation since July, 2000, and typically carries over 4,000 passengers per month.

In June of 2005, the Board approved Agreement No. 05-107 to ensure continuation of service for this route. The First Amendment to this Agreement will provide for service for Fiscal Year 2007.

Department: Operations
Project Manager: Edward Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in the SFRTA's FY 2006-07 Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Amendment # 1 to Agreement No. 05-107](#)

Recommended by: B. Barkman 6/14/06 Department Director Date
Approved by: Chris Bross 6/14/06 Contracts Director Date
Authorized by: Joseph Gulletti 6/14/06 Executive Director Date
Approved as to Form by: [Signature] General Counsel Date
STAFF

Commissioner Jeff Koons _____Yes _____No
John Martinez _____Yes _____No
George A. Morgan, Jr. _____Yes _____No
Commissioner James A. Scott _____Yes _____No
Bill T. Smith _____Yes _____N



FIRST AMENDMENT TO AGREEMENT NO. 05-107

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

SOUTH FLORIDA EDUCATION CENTER TMA

FOR

SOUTH FLORIDA EDUCATION CENTER SHUTTLE BUS
SERVICE

FIRST AMENDMENT TO AGREEMENT NO. 05-107

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

SOUTH FLORIDA EDUCATION CENTER TMA

FOR

SOUTH FLORIDA EDUCATION CENTER SHUTTLE BUS SERVICE

This is a First Amendment to the Agreement for South Florida Education Center Shuttle Bus Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **SOUTH FLORIDA EDUCATION CENTER TRANSPORTATION MANAGEMENT ASSOCIATION**, hereinafter referred to as “**SFEC TMA**”.

WHEREAS, on June 24, 2005, **SFEC TMA** and **SFRTA** entered into a one year Agreement hereinafter referred to as “Agreement” with **SFRTA** compensating **SFEC TMA** for 50% of the cost to provide bus service in the annual not to exceed amount of \$95,000.00; and

WHEREAS, the Agreement has been mutually beneficial to both parties who now desire to exercise the first of four one-year renewal options as authorized by Article 2 of the terms and conditions of the Agreement in the annual not-to-exceed amount of \$95,000.00; **NOW THEREFORE:**

IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. **Article 2, TERM OF AGREEMENT**, is amended to read as follows:

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be ~~one (1) year~~ two (2) years from July 1, 2005 through ~~June 30, 2006~~ June 30, 2007, and may be extended by mutual consent for ~~four (4)~~ three (3) additional one-year periods.

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **SOUTH FLORIDA EDUCATION CENTER TMA**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

SOUTH FLORIDA EDUCATION CENTER TMA

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2006

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FIRST AMENDMENT
FUNDING AGREEMENT NO. 05-106 WITH
DOWNTOWN FORT LAUDERDALE TMA
FEEDER BUS TRANSPORTATION SERVICES

REQUESTED ACTION:

MOTION TO APPROVE First Amendment to Agreement No. 05-106, between the South Florida Regional Transportation Authority and the Downtown Fort Lauderdale Transportation Management Association for Feeder Bus Transportation Services. Under the Agreement, SFRTA will provide 50% of the operating funds for the Downtown Ft. Lauderdale TMA route, in the maximum not-to-exceed amount of \$45,000 for Fiscal Year 2007.

SUMMARY EXPLANATION AND BACKGROUND:

In June of 1999, Tri-Rail's Board of Directors approved a Feeder Bus Plan which called for the implementation of new feeder bus routes. Further Board action approved Agreement No. 00-177 with The Downtown Fort Lauderdale Transportation Management Association to fund fifty percent (50%) of a weekend route.

The route, connecting SFRTA/Tri-Rail passengers from the Ft. Lauderdale Station to Las Olas and the Beach, has been in operation since May, 2000, and typically carries over 1,000 passengers per month.

In June of 2005, the Board approved Agreement No. 05-106 to ensure continuation of service for this route. The First Amendment to this Agreement will provide for service for Fiscal Year 2007.

Department: Operations
Project Manager: Edward Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in the SFRTA's FY 2006-07 Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 – First Amendment to Agreement No. 05-106](#)

FIRST AMENDMENT
FUNDING AGREEMENT NO. 05-106 WITH
DOWNTOWN FORT LAUDERDALE TMA
FEEDER BUS TRANSPORTATION SERVICES

Recommended by: B. Barkman 6/14/02 Approved by: Chris Broso 6/14/02
Department Director Date Contracts Director Date

Authorized by: Joseph Gulletti 6/14/02 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
		Bill T. Smith	_____ Yes _____ No

Tracking No 0623 0649
 Page Two

AGENDA ITEM NO R11

FIRST AMENDMENT
FUNDING AGREEMENT NO 05-106 WITH
DOWNTOWN FORT LAUDERDALE TMA
FEEDER BUS TRANSPORTATION SERVICES

Recommended by _____
 Department Director Date

Approved by _____
 Contracts Director Date

Authorized by _____
 Executive Director Date

Approved as to Form by  6/13/06
 General Counsel Date

Board Action.

Approved: _____ Yes _____ No

Vote _____ Unanimous

Amended Motion.

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marc Horenburger _____ Yes _____ No
 _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No



FIRST AMENDMENT TO AGREEMENT NO. 05-106

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

DOWNTOWN FORT LAUDERDALE TMA

FOR

DOWNTOWN FORT LAUDERDALE SHUTTLE BUS SERVICE

FIRST AMENDMENT TO AGREEMENT NO. 05-106

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

DOWNTOWN FORT LAUDERDALE TMA

FOR

DOWNTOWN FORT LAUDERDALE SHUTTLE BUS SERVICE

This is a First Amendment to the Agreement for Downtown Fort Lauderdale Shuttle Bus Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION**, hereinafter referred to as “**FORT LAUDERDALE TMA**”.

WHEREAS, on June 24, 2005, **FORT LAUDERDALE TMA** and **SFRTA** entered into a one year Agreement hereinafter referred to as “Agreement” with **SFRTA** compensating **FORT LAUDERDALE TMA** for 50% of the cost to provide bus service in the annual not to exceed amount of \$45,000.00; and

WHEREAS, the Agreement has been mutually beneficial to both parties who now desire to exercise the first of four one-year renewal options as authorized by Article 2 of the terms and conditions of the Agreement in the annual not-to-exceed amount of \$45,000.00; **NOW THEREFORE:**

IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. **Article 2, TERM OF AGREEMENT**, is amended to read as follows:

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be ~~one (1) year~~ two (2) years from July 1, 2005 through ~~June 30, 2006~~ June 30, 2007, and may be extended by mutual consent for ~~four (4)~~ three (3) additional one-year periods.

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **DOWNTOWN FORT LAUDERDALE TMA**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

DOWNTOWN FORT LAUDERDALE TMA

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR FEEDER BUS ENHANCEMENTS

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) No. 62 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of feeder bus enhancements, in the amount of \$350,000.

SUMMARY EXPLANATION AND BACKGROUND:

In March 2005, FDOT announced the availability of state grant funds for Service Development, Park & Ride, Intermodal and Transit Corridor Projects. Priority was given to regional projects that were “ready to go”, meaning that they could be initiated within 6 months from execution or implemented with 18 months from execution.

SFRTA submitted a proposal to FDOT in an effort to secure funds from the Service Development Grant Program to assist with the financing of feeder bus enhancements to support SFRTA’s new 20-minutes headways. On November 23, 2005, SFRTA was notified by FDOT that its proposal was successful and FDOT would award SFRTA \$350,000 towards the costs of the enhanced service.

(Continued on page 2)

Department: Planning & Capital Development
Project Manager: Edward Byers

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: The JPA funds will be available on July 1, 2006 and will be included in SFRTA’s Fiscal Year 2006-07 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Joint Participation Agreement No. 62](#)

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR FEEDER BUS ENHANCEMENTS

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

With the completion of the Double Track Corridor Improvement Program, Segment 5 Project, SFRTA will provide increased service to its passengers with 20 minutes headways during peak hour. With the implementation of 20 minute headways, SFRTA and the county bus providers will increase headways on routes serving Tri-Rail stations. The goal of the project is to offer connecting bus service from a Tri-Rail station with a maximum of a 10 minute wait. These and other funds will support increased service on SFRTA's contracted dedicated routes in Broward County and improve headways on Palm Tran fixed routes

Staff is requesting Board approval of Joint Participation Agreement No. 62 (Exhibit 1) between SFRTA and FDOT to secure \$350,000 to assist with the financing of the feeder bus enhancements.

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR FEEDER BUS ENHANCEMENTS

Recommended by: [Signature] 6/14/06 Approved by: Chris Bros 6/14/06
Department Director Date Contracts Director Date

Authorized by: Joseph L. Smith 6/14/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

Tracking No. 0623 0650
Page 3


AGENDA ITEM NO. R12

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR FEEDER BUS ENHANCEMENTS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to form by:  6/12/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 01/06
 Page 1 of 11

Financial Project No.: <u>42048518401</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DS</u>	FLAIR Approp.: <u>088774</u>
Contract No.: _____	Function: <u>680</u>	FLAIR Obj.: <u>750012</u>
	Federal No.: _____	Org. Code: <u>55042010429</u>
	DUNS No.: _____	Vendor No.: <u>F650002789001</u>
Catalog of Federal Domestic Assistance Number: _____		Catalog of State Financial Assistance Number: <u>55.012</u>

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 6/30/2007 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341,
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
 To provide service development funding for the South Florida Regional Transportation Authority new 20 minutes headways and the county bus providers which will increase headways on routes serving Tri-Rail stations. The project is expected to offer connecting bus service from Trii-Rail station with a maximum of a 10 minute wait

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is 350,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 350,000 not to exceed _____ % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 W. Commercial Blvd, Fort Lauderdale, FL _____, FL, 33309 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2007. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42048518401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transportation Authority
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Gerry O'Rielly

TITLE

DEPARTMENT OF TRANSPORTATION
District Director of Transportation Development
TITLE

FM No. 42048518401

Contract No. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority Dated: _____.

PROJECT LOCATION:

Broward County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide service development funding to the South Florida Regional Transportation Authority (SFRTA) new 20 minutes headways and the county bus providers which will increase headways on routes serving Tri-Rail stations. The project is expected to offer connecting bus service from Tri-Rail with a maximum of 10 minutes wait.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, WPI number and Job number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATION BY DEPARTMENT

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

FM No. 42048518401

Contract No. _____

EXHIBIT "B"

PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority Dated: _____.

I. PROJECT COST: \$350,000.00

System operations expense to cover the implementation South Florida Regional Transportation Authority (SFRTA) new 20 minutes headways and the county bus providers which will increase headways on routes serving Tri-Rail stations.

Total Project Cost \$350,000.00

II. PARTICIPATION:

Agency Participation			\$
In-Kind	(%)	or	\$
Cash	(%)		\$
Other	(%)		\$
Maximum Department Participation,			
Primary			
(DS) (DDR) (DIM) (PORT) (CIGP)	(100%)	or	\$350,000.00
Federal Reimbursable (DU) (CM) (DFTA)	(%)		\$
Local Reimbursable (DL)	(%)		\$

TOTAL PROJECT COST 350,000.00

Service Development funds are identified for this project

FM No. 42048518401

Contract No. _____

EXHIBIT "C"
(GENERAL – with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority dated _____

Reference Section 341 Florida Statutes.

Mark the required Safety submittal or provision for this agreement if applicable.

Safety Requirements

XX Bus Transit System – In accordance with Florida Statute 341.061 and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, and annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

___ Fixed Guide way System –(established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

___ Fixed Guide way System - (new) In accordance with Florida Statute 341-.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

EXHIBIT D
PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to South Florida Regional Transportation Authority may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority regarding such audit. South Florida Regional Transportation Authority further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.012 Service Development	\$350,000.00

Objectives

To provide funding for projects involving the use of new technologies, services, routes, or vehicle frequencies; for purchases of special transportation services and other techniques for increasing service to the riding public as are applicable to specific localities and transit user groups; and for projects involving the application of new technologies or methodologies for improving operations, maintenance, and marketing in public transit systems.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Objectives

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Exhibit -D

State Resources

<u>State Agency</u>	Catalog of State Financial Assistance (Number & Title)	Amount
Florida Department of Transportation	55.012 Public Transit Service Development	\$350,000.00

Compliance Requirements

1. Improving system operations, including, but limited to realigning routes structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to three years;
2. Improving system maintenance procedures, including, but no limited to, effective preventative maintenance programs, improve mechanics training programs, decreasing service repair calls, decrease parts inventory requirement, and decreasing downtime, for a period up to three years
3. Improving marketing and consumer information programs, including, but not limited to automated information services, organized advertising and promotion program signing for designated stops, for a period of two years; and
4. Improving technology involved in overall operations, including but not limited to transit equipments, fare collections techniques, electronics data processing applications, and bus locator for a period up to two years. Sections 341.051 (5) (b) 3 (f), Florida Statutes

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

REQUEST FOR PROPOSAL NO. 06-113
FOR PROCUREMENT OF MAINTENANCE SERVICES FOR
SFRTA'S COMMUTER RAIL ROLLING STOCK

REQUESTED ACTION:

MOTION TO APPROVE: Issuance of Request for Proposal No. 06-113 for Procurement of Maintenance Services for SFRTA's Commuter Rail Rolling Stock (Exhibits 1 and 2 attached).

SUMMARY EXPLANATION AND BACKGROUND:

Agreement No. 00-180 for Operations and Maintenance Services of Tri-Rail's Commuter Rail System expires on June 30, 2007. This current Agreement consists of Operating Services for the Commuter Rail System and Maintenance Services for the Commuter Rail fleet of rolling stock. The proposed contract would be for Maintenance Services, only, with a contract for Operating Services to be procured separately.

Staff is recommending the use of a competitive RFP process for a new "Maintenance Services for SFRTA's Commuter Rail Rolling Stock," agreement. The term of the Agreement resulting from the RFP will be for five (5) years with five (5) additional one (1) year renewal options.

Staff will submit the Evaluation Committee for this procurement for the Board's approval at a later date.

Department: Operations
Project Manager: Edwards Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be proposed in the SFRTA's FY 2007-08 Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Summary of Scope of Services](#)
 [Exhibit 2 – Evaluation Criteria](#)

REQUEST FOR PROPOSAL NO. 06-113
FOR PROCUREMENT OF MAINTENANCE SERVICES FOR
SFRTA'S COMMUTER RAIL ROLLING STOCK

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  6/12/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

**SUMMARY OF SCOPE OF SERVICES
RFP 06-113 MAINTENANCE SERVICES FOR
SFRTA'S COMMUTER RAIL ROLLING STOCK**

SFRTA requires the services of a qualified Contractor to provide maintenance for SFRTA's commuter rail rolling stock and its associated equipment and facilities including the Engine House in the Hialeah Yard and the West Palm Beach Layover Facility.

The selected Contractor shall be required to maintain SFRTA's rolling stock fleet, consisting of locomotives and commuter rail coaches and cabcars, to ensure the continued availability of the fleet for revenue service operations. Additionally, the contractor shall be required to maintain SFRTA's equipment related to the maintenance of the rolling stock fleet in good working order.

The selected Contractor shall be required to provide maintenance for SFRTA's commuter rail rolling stock and its associated equipment and facilities in accordance with Federal regulations, the Contract Documents and SFRTA policies and procedures.

The RFP will solicit written responses ("proposals") from qualified firms interested in providing the services needed for this Project for a period of five (5) years with five (5) additional one (1) year renewal options.

The selected Contractor shall provide all management, labor, materials and equipment necessary to perform the services under the RFP.

Evaluation Criteria

- ◇ ***Cost (15%).*** This must include the completion of all cost matrixes, which include items such as mobilization costs, base level costs, and anticipated extra work costs by individual year. The Contractor's cost proposal shall be submitted in a separate sealed package.
- ◇ ***Technical Approach (25%).*** The Proposer will present an overall technical approach which should demonstrate an understanding for and experience in providing this type of service as well as how the service will be delivered. Includes factors such as staffing plan; corporate structure support; quality assurance; system safety; inventory and material management; cost control; mobilization plan; training; employee and labor relations.
- ◇ ***Operating Plans (25%).*** This section should include: operating procedures and practices; reporting formats; and management information systems.
- ◇ ***Qualifications & Experience (35%).*** This section should include factors such as corporate skills and experience, financial resources, experience of key personnel, safety record, references from past and current projects and, understanding of commuter rail operating environments.

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

REQUEST FOR PROPOSAL NO. 06-112
FOR PROCUREMENT OF OPERATING SERVICES FOR
SFRTA'S COMMUTER RAIL SYSTEM

REQUESTED ACTION:

MOTION TO APPROVE: Issuance of Request for Proposal No. 06-112 for Procurement of Operating Services for SFRTA's Commuter Rail System (Exhibits 1 and 2 attached).

SUMMARY EXPLANATION AND BACKGROUND:

Agreement No. 00-180 for Operations and Maintenance Services of Tri-Rail's Commuter Rail System expires on June 30, 2007. This current Agreement consists of Operating Services for the Commuter Rail System and Maintenance Services for the Commuter Rail fleet of rolling stock. The proposed contract would be for Operating Services, only, with a contract for Maintenance Services to be procured separately.

Staff is recommending the use of a competitive RFP process for a new "Operating Services for SFRTA's Commuter Rail System," agreement. The term of the Agreement resulting from the RFP will be for five (5) years with five (5) additional one (1) year renewal options.

Staff will bring an item to approve the Evaluation Committee for this procurement at a later date.

Department: Operations
Project Manager: Edwards Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be proposed in the SFRTA's FY 2007-08 Operating Budget.

EXHIBITS ATTACHED: [Exhibit 1 – Summary of Scope of Services](#)
 [Exhibit 2 – Evaluation Criteria](#)

REQUEST FOR PROPOSAL NO. 06-112
FOR PROCUREMENT OF OPERATING SERVICES FOR
SFRTA'S COMMUTER RAIL SYSTEM

Recommended by: B. Barkman 6/14/06 Approved by: Chris Brown 6/14/06
Department Director Date Contracts Director Date

Authorized by: Joseph G. Mulvihill 6/14/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro Yes No
James A. Cummings Yes No
Marie Horenburger Yes No
Neisen Kasdin Yes No

Commissioner Jeff Koons Yes No
John Martinez Yes No
George A. Morgan, Jr. Yes No
Commissioner James A. Scott Yes No
Bill T. Smith Yes No

Tracking No. 0623 0652
Page 2

AGENDA ITEM NO. R14

REQUEST FOR PROPOSAL NO. 06-112
FOR PROCUREMENT OF OPERATING SERVICES FOR
SFRTA'S COMMUTER RAIL SYSTEM

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to form by:  6/12/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No
_____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

**SUMMARY OF SCOPE OF SERVICES
RFP 06-112 OPERATING SERVICES FOR
SFRTA'S COMMUTER RAIL SYSTEM**

SFRTA requires the services of a qualified Contractor to provide operating services for SFRTA's commuter rail system currently consisting of forty (40) weekday, sixteen (16) Saturday and fourteen (14) Sunday/Holiday trains operating on a seventy-two (72) mile corridor from Mangonia Park to the Miami International Airport. Service levels and operating lines may be adjusted during the term of the Agreement.

The selected Contractor shall be required to provide commuter rail revenue service in accordance with Federal regulations, SFRTA's service schedules, the Contract Documents and, SFRTA policies and procedures.

The RFP will solicit written responses ("proposals") from qualified firms interested in providing the services needed for this Project for a period of five (5) years with five (5) additional one (1) year renewal options.

The selected Contractor shall provide all management, labor, materials and equipment necessary to perform the services under the RFP.

Evaluation Criteria

- ◇ ***Cost (15%).*** This must include the completion of all cost matrixes, which include items such as mobilization costs, base level costs, and anticipated extra work costs by individual year. The Contractor's cost proposal shall be submitted in a separate sealed package.
- ◇ ***Technical Approach (25%).*** The Proposer will present an overall technical approach which should demonstrate an understanding for and experience in providing this type of service as well as how the service will be delivered. Includes factors such as staffing plan; corporate structure support; quality assurance; system safety; inventory and material management; cost control; mobilization plan; training; employee and labor relations.
- ◇ ***Operating Plans (25%).*** This section should include: operating procedures and practices; reporting formats; and management information systems.
- ◇ ***Qualifications & Experience (35%).*** This section should include factors such as corporate skills and experience, financial resources, experience of key personnel, safety record, references from past and current projects and, understanding of commuter rail operating environments.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

REQUESTED ACTION:

MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

SUMMARY EXPLANATION AND BACKGROUND:

On August 15, 2003, the South Florida Regional Transportation Authority (SFRTA) purchased approximately 6.6 acres in the City of Boca Raton for the development of the Boca Raton Intermodal Facility (Intermodal Facility). The property is part of the T-Rex Development and is located west of I-95, immediately south of Yamato Road and adjacent to the South Florida Rail Corridor.

The Intermodal Facility was planned to be developed in two phases. Phase I includes the construction of the Boca Raton Tri-Rail Station and involves platforms, surface parking and other passenger amenities to support the station. This phase is currently completed. The Phase II portion includes a joint development provision of 50,000 square feet of office space and up to 20,000 square feet of retail space with additional surface parking.

At the August 5, 2005 Special Meeting of the Property Committee, the Committee approved San Remo Developments (a.k.a Boca Tri-Rail Center, LLC) as the preferred developer, over the Butters & Siegel Development Group to joint develop the Boca Raton Intermodal Facility Phase II site.

<u>Department:</u>	Planning and Capital Development	<u>Department Director:</u>	Jack Stephens
<u>Project Manager:</u>	Loraine Kelly-Cargill	<u>Procurement Director:</u>	Chris Bross

FISCAL IMPACT: Funding from this project will increase SFRTA's Operating Budget

EXHIBITS ATTACHED: Exhibit 1: Development & Lease Agreement
(To be distributed under separate cover)

(Continued Page 2)

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

SUMMARY EXPLANATION AND BACKGROUND (Continued):

The Proposal was based on the following major terms:

- Construction of 50,000 square feet of office and up to 20,000 square feet of retail;
- Payment of \$75,000 per annum during construction;
- Base rent of \$200,000 per annum, increasing 10% every five years;
- Participation rent of 1% of gross revenue, plus lessor to share in net proceeds of 10% from sale or refinance of the property or from a sale of the ownership interest in lessee.

On January 27, 2006, SFRTA received a letter from Boca Tri-Rail Center presenting a revised proposal to the terms of the original lease resulting in a reduced base rent of approximately \$60,000 per year. The revised proposal cited the increase in construction costs over the last few months associated with the recent hurricane season as the main reason for the adjustment. Additionally, Boca Tri-Rail Center confirmed they had entered into an Agreement with Ned Siegel and Malcolm Butters to co-develop the Phase II Project enabling them to take advantage of synergies with the adjacent development and leverage existing relationships with governmental groups.

On February 17, 2006, the Property Committee moved to: 1) Suspend negotiations up to 90 days with Boca Tri-Rail Center; and 2) Direct staff to update the appraisal of the Boca Raton Phase II site and await further direction from the Property Committee.

On March 23, 2006, SFRTA received a letter from Boca Tri-Rail Center attorneys stating that Boca Tri-Rail Center has agreed to construct 50,000 square feet of office and 10,000 square feet of retail in accordance with the August 4, 2005 proposal previously approved by the SFRTA Property Committee.

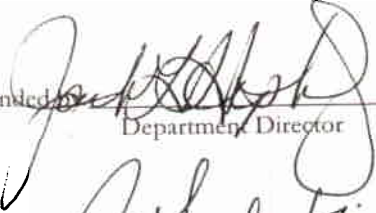


On March 24, 2006, the Property Committee moved to direct staff to engage in negotiations with Boca Tri-Rail Center and bring back a fair proposal to the Property Committee at the April 28, 2006 meeting.

On April 28, 2006, staff presented the Property Committee with information regarding a new appraisal amount for the Phase II site. This amount reflected an increase in value of the property of approximately \$2,150,000. In light of this new information, the Property Committee directed staff to try to re-negotiate the economic terms of the lease with Boca Tri-Rail Center and bring back a more equitable proposal to the Property Committee at the next meeting.

After several weeks of negotiations, both parties were unable to agree on a final proposal. At the May 26, 2006 Property Committee Meeting, Boca Tri-Rail Center requested an additional two weeks to finalize negotiations with SFRTA and agree on a fair economic structure that would provide a “win-win” situation for both parties.

At the June 23, 2006 Board of Directors Meeting, staff intends to recommend either moving forward with the Development & Lease Agreement based upon an agreed proposal or to terminate negotiations with Boca Tri-Rail Center.

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

Recommended by:  6/14/06 Department Director Date	Approved by:  6/14/06 Contracts Director Date
Authorized by:  6/14/06 Executive Director Date	Approved as to Form by: _____ General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No
James A .Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No


Commissioner Jeff Koons	_____ Yes _____ No
John Martinez	_____ Yes _____ No
George A. Morgan, Jr.	_____ Yes _____ No
Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: 
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

ELECTION OF CHAIR AND VICE CHAIR
FISCAL 2006-07

REQUESTED ACTION:

MOTION TO ELECT: SFRTA Chair and Vice-Chair for Fiscal Year 2006-07.

SUMMARY EXPLANATION AND BACKGROUND:

Department: N/A

Project Manager: N/A

Department Director: N/A

Procurement Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: N/A

FISCAL 2006-07

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:  6/14/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

Tracking No. 0623 0654
 Page Two

AGENDA ITEM NO. R16

ELECTION OF CHAIR AND VICE CHAIR
FISCAL 2006-07

Recommended by _____
 Department Director Date

Approved by _____
 Contracts Director Date

Authorized by _____
 Executive Director Date

Approved as to Form by [Signature] 6/13/06
 General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Baricco Yes No
 James A. Cummings Yes No
 Mane Horenburger Yes No
 Neisen Kasdin Yes No

Commissioner Jeff Koons Yes No
 John Martinez Yes No
 George A. Morgan, Jr Yes No
 Commissioner James A. Scott Yes No
 Bill T. Smith Yes No

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

SFRTA POLICY REGARDING

CURRENT AND FORMER BOARD MEMBERS AND EMPLOYEES

REQUESTED ACTION:

MOTION TO APPROVE: SFRTA Policy Regarding Current And Former Board Members And Employees.

SUMMARY EXPLANATION AND BACKGROUND:

General Counsel was requested by Commissioner Barreiro to draft the attached Policy (Exhibit A) for the Board's consideration. This policy incorporates the language from FDOT's JPAs regarding Prohibited Interests which prevents the Agency from entering into any contracts in connection with a project or property in which a current or former Board Member or Employee would have any direct or indirect interest. The Policy also clarifies the Board's position on the relevant sections of Ch. 112, F.S. (Code of Ethics for Public Officers and Employees). In addition, it includes a restriction on former Board members and employees lobbying the Agency its employees, committees, etc. within 2 years after leaving their position.

The Policy would be effective immediately and would apply to all current and former Board Members and Employees, except the prohibition lobbying would only apply to Former Board Members and Former Employees who attain that status after adoption of the Policy.

Department: Legal
Project Manager:

Department Director:
Contracts Director:

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1 - SFRTA Policy Regarding Current and Former Board Members and Employees](#)

Tracking No. 06230655
 Page 2

AGENDA ITEM NO. R17

SFRTA POLICY REGARDING
CURRENT AND FORMER BOARD MEMBERS AND EMPLOYEES

Recommended by: _____
 Department Director Date

Approved by: _____
 Contracts Director Date

Authorized by: _____
 Executive Director Date

Approved as to Form by:  6/19/06
 General Counsel Date

Board Action

Approved: _____ Yes _____ No

Vote _____ Unanimous

Amended Motion.

Commissioner Bruno Barreiro _____ Yes _____ No
 Marie Horenburger _____ Yes _____ No
 John Martinez _____ Yes _____ No
 Commissioner James A. Scott _____ Yes _____ No
 Neisen Kasdin _____ Yes _____ No

James A. Cummings _____ Yes _____ No
 Commissioner Jeff Koons _____ Yes _____ No
 Bill T. Smith _____ Yes _____ No
 George Morgan, Jr. _____ Yes _____ No

**SFRTA Policy Regarding
Current and Former Board Members and Employees**

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I. Definitions

“Board” means the SFRTA Governing Board.

“Board Member” means any member of the Board.

“Employee” means any employee of the SFRTA.

“Former Board Member” means any member of the Board that left the Board for whatever reason within the past two (2) years.

“Former Employee” means any employee of the SFRTA that left the Agency for whatever reason within the past two (2) years.

“Lobby” or “Lobbying” means communicating directly or indirectly, either in person, by telephone, by letter, by electronic means or by any other form of communication, with any Board Member or any member of any decision-making body under the jurisdiction of the Board, or any SFRTA employee, consultant or attorney, where the Lobbyist seeks to encourage the passage, defeat, modification, or repeal of any item which may be presented for a vote before the Board, or any decision-making body under the jurisdiction of the Board, or which may be presented for consideration by an SFRTA employee as a recommendation to the Board or decision-making body or any employee making a final SFRTA procurement decision.

“Lobbyist” means any person who is employed and receives payment or who contracts for any economic consideration for the purpose of Lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to Lobby on behalf of that other person or governmental entity. Any person who, in his or her individual capacity, merely communicates with the Board, a Board Member, a decision-making body under the jurisdiction of the Board, or any SFRTA employee, consultant, or attorney, for the purpose of self-representation, without compensation or reimbursements, to express support of or opposition to any item which may be presented for a vote before the Board, and who shall so declare to the person or body with whom he or she discusses any such item, shall not be a Lobbyist for purposes of this policy. Additionally, any individual who engages in Lobbying as a volunteer, without payment of any compensation or reimbursement of expenses, either directly or indirectly, shall not be considered a Lobbyist for purposes of this policy.

“Person” means any individual, business, corporation, association, firm, partnership, nonprofit organization, or other organization or group.

“SFRTA” or “Agency” means the South Florida Regional Transportation Authority.

II. Policy

- A. All applicable provisions of the Code of Ethics, Chapter 112, Part 3 shall apply to Board Members, Former Board Members, Employees and Former Employees.

For purposes of this policy, SFRTA is not considered an agency of the executive branch of state government.

- B. Board Members, Former Board Members, Employees and Former Employees shall not Lobby or be a Lobbyist, as defined herein.
- C. (1) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with any project, proposal or any property included or planned to be included in any SFRTA project or undertaking, in which any Board Member, Former Board Member, Employee or Former Employee has any interest, whether direct or indirect.

(2) If such Board Member, Former Board Member, Employee or Former Employee involuntarily acquires or had acquired prior to the beginning of his or her tenure or employment any such interest as described in paragraph (1) above, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Florida Department of Transportation, may waive this prohibition, provided, that any Board Member or Employee shall not participate in any action by the Agency relating to such contract, subcontract or arrangement.

(3) Section II.C shall not apply to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

(4) Section II.C shall also apply to any member of or delegate to the Congress of the United States.

III. Application

Except for Section II.B. of this policy, this policy shall apply to all Board Members, Former Board Members, Employees and Former Employees as of the date the policy is adopted. Section II.B shall apply to all Former Board Members and Former Employees who obtain such status after adoption of this policy.

IV. Effective Date

This policy shall be effective on the date on which it is adopted by the SFRTA Governing Board.

V. Amendments

This policy may be amended by a majority vote of the SFRTA Governing Board.

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

AGREEMENT NO. 06-115 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND ROTEM COMPANY FOR COMMUTER RAIL CARS

REQUESTED ACTION:

A. MOTION TO APPROVE: Agreement No. 06-115, between the South Florida Regional Transportation Authority (SFRTA) and Rotem Company, to provide services for the manufacture, delivery, testing and warranty of two (2) commuter rail cars in the total amount of \$3,547,930.

B. MOTION TO APPROVE: Delegation of Board authority to staff for approval of Change Orders in the amount up to \$100,000 under Agreement No. 06-115. Should the cumulative Change Order amount exceed \$100,000, the Construction Oversight Committee shall approve any additional Change Orders up to 30% of the contract amount and up to a 1-year extension of the contract.

SUMMARY EXPLANATION AND BACKGROUND:

Southern California Regional Rail Authority (SCRRA) competitively procured and awarded a Contract to the Rotem Company with an Assignment Article for SFRTA to exercise options for up to ten (10) Cab Cars and up to fourteen (14) Trailer Cars. The original engineer's estimate was \$2,300,000.00 for each Cab car and the bid price submitted by Rotem was \$1,773,965.00 for each Cab car. Staff is requesting that the Board agree to execute this contract with Rotem for procurement option #5 in the SCRRA Contract No. EP142-06 for 2 Cab cars in the amount stated above.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Contracts Director: Chris Bross

FISCAL IMPACT: Funds are allocated in the Segment 5 Full Funding Grant Agreement from Federal Transit Administration.

EXHIBITS ATTACHED: [Exhibit 1 – Agreement No. 06-115](#)

AGREEMENT NO. 06-115 BETWEEN
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
AND ROTEM COMPANY FOR COMMUTER RAIL CARS

Recommended by: B Barkman 6/20/06 Approved by: Chris Bros 6/20/06
Department Director Date Contracts Director Date

Authorized by: J. H. [Signature] 6/20/06 Approved as to Form by: J. Brown 6/20/06
Executive Director Date General Counsel Date
STAFF

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A .Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____Yes _____No
John Martinez _____Yes _____No
George A. Morgan, Jr. _____Yes _____No
Commissioner James A. Scott _____Yes _____No
Bill T. Smith _____Yes _____No



AGREEMENT NO. 06-115

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

ROTEM COMPANY

FOR

COMMUTER RAIL CARS

AGREEMENT NO. 06-115

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

ROTEM COMPANY

FOR

COMMUTER RAIL CARS

This is an Agreement, by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as "SFRTA,"

AND

ROTEM COMPANY, a firm authorized to and doing business in the State of Florida, hereinafter referred to as "FIRM."

DEFINITIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- a. Board. The board of directors and governing body of the SFRTA, created pursuant to Chapter 343, Florida Statutes (2003).
- b. Contract Administrator. The Executive Director for SFRTA or appointed designee. In the administration of this Agreement, all parties may rely upon the instructions or determinations made by the Contract Administrator.
- c. Firm. The Contractor selected to perform the services pursuant to this Agreement is Rotem Company.
- d. Project. Providing all services described in the Southern California Regional Rail Authority's Contract No. EP142-06 Contract Documents.
- e. Project Manager. A person supplied by SFRTA and the single point of contact for Firm with SFRTA.

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicated for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- SFRTA desires to utilize Article 78 "ASSIGNMENT" to exercise Option No. 5 in the Southern California Regional Rail Authority's Contract No. EP142-06 .

FIRM covenants and agrees to perform all obligations of FIRM set forth in this Agreement and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Agreement are hereinafter called "Contract Documents".

- Southern California Regional Rail Authority's Contract No. EP142-06

If conflicts exist between the terms of this Agreement and Contract No. EP142-06, the terms of this Agreement shall prevail. All references in Contract No. EP142-06 to the State of California, shall be read to read "the State of Florida."

COMPENSATION

SFRTA agrees to pay the FIRM as specified in the Contract Documents the total not-to-exceed amount of Three Million, Five Hundred Forty Seven Thousand, Nine Hundred Thirty Dollars (\$3,547,930.00).

SUBMISSION OF PROGRESS PAYMENT REQUESTS

Firm shall submit a proper Application for Progress Payment to:

South Florida Regional Transportation Authority
Attn: Bradley Barkman
800 NW 33rd Street NW, Suite 100
Pompano Beach, FL 33064

CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between The Authority and the Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Initial notice of Claims by the Firm shall be made in writing to the Contracting Officer within 15 calendar days after the first day of the event giving rise to such Claim, or else the Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Contracting Officer within twenty (20) calendar days after the notice of the event unless the Contracting Officer grants additional time in writing, or else the Firm shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the Firm for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup established under the Contract.

The FIRM shall proceed diligently with its performance as directed by the Contracting Officer, regardless of any pending Claim, unless otherwise agreed to by the Contracting Officer in writing. The Authority shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Contract, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

Any litigation between The Authority and the Firm (which term for the purposes of this subparagraph shall include the Firm's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the Authority and the Firm each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the Authority and the Firm shall lie and be only in the appropriate State courts of the State of Florida's Seventeenth Judicial Circuit in and for Broward County, Florida. The Authority and the Firm consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and **EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.**

CHANGES

Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and will be superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

Changes to this Agreement must be made in the form of a written Change Order (Attached as SFRTA's Exhibit 1) signed by both SFRTA and Rotem.

DELIVERY OF VEHICLES

The Firm shall make all deliveries of Vehicles to the Delivery Point listed below. Deliveries may be made on any day of the week between 8:00 AM and 4:00 PM, EST. The Firm shall provide SFRTA ten (10) days advance notice before each delivery is made and prepare all materials and equipment in such manner as to protect them from damage in transit and at the delivery site.

Delivery Point is:

South Florida Regional Transportation Authority
9400 NW 37th Avenue
Miami Fl. 33147

The Firm shall be fully responsible for all deliveries to the selected delivery point, and bear all costs associated therewith. The Firm shall deliver each Vehicle on its own wheels at the Delivery Point listed above. SFRTA reserves the right to change the Delivery Point with a five (5) day notification given to Firm .

The Firm shall provide SFRTA with a minimum of forty-eight (48) hours advance written notice when canceling or postponing a previously scheduled delivery to Authority.

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For ROTEM:

ROTEM COMPANY
Attn: Yeo Sung Lee
837-36, Yeoksam-dong
Gangnam-gu, Seoul
135-937, Korea

For SFRTA:

South Florida Regional Transportation Authority
Attn: Bradley Barkman
800 N.W. 33 Street, Suite 100
Pompano Beach, FL 33064

PUBLIC RECORDS

The Firm shall allow public access to all documents, papers, letters, or other material made or received by the Firm in conjunction with the contract, subject to the applicable provisions of Chapter 119, Fla. Stat. known as the "Public Records Act." Failure by the Firm to grant such public access shall be grounds for immediate unilateral cancellation of the contract by SFRTA. SFRTA shall not be liable to the Firm for disclosure of all or any portion of submitted documentation.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **ROTEM COMPANY**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

ROTEM COMPANY

WITNESS

FIRM

_____ DAY OF _____, 2006

(Corporate Seal)



C H A N G E O R D E R

Contract No.
Change Order No.
Project:
Contractor:
Consultant:

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signatures below by SFRTA.

Description of Changes, Reasons Therefore, and Cost and/or Time Extension for Each:	
1.	\$
2.	
3.	
4.	
TOTAL	\$

Reason for Changes:
1.
2.
3.
4.

SFRTA's EXHIBIT 1

It is further agreed that this Change Order shall not alter or change in any manner the force and effect of the Contract Documents, including any previous amendments thereto, except insofar as the same is altered and amended by this Change Order.

SFRTA and the Contractor agree that the Contract time adjustment and the sum agreed to in this Change Order constitutes a full and complete settlement of all the matters set forth herein, including all direct cost for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in the Change Order. Furthermore, the Contractor accepts the terms of this Change Order as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Change Order.

The execution of this Change Order shall not constitute authorization to proceed with any work. No work shall be performed pursuant to this Change Order until such time as a valid and fully executed work order is issued by SFRTA within the scope of the Contract and the covenants and restrictions of this Change Order.

Accepted by Procurement:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Contractor:

Signature: _____

Name and Title: _____

Date: _____

Approved as to form and legal sufficiency:

Signature: _____

Name and Title: _____

Date: _____

Accepted by Project Manager:

Signature: _____

Name and Title: _____

Date: _____

Approved by SFRTA Executive Director:

Signature: _____

Name and Title: _____

Date: _____

Approved by SFRTA Oversight Committee:

Signature: _____

Name and Title: _____

Date: _____

SFRTA's EXHIBIT 1



CHANGE ORDER SUMMARY

Contract No.

Change Order No.

Project:

Contractor:

Consultant:

**SUMMARY OF REVISED / ADDED DOCUMENTS
PERTAINING TO THIS CONSTRUCTION CHANGE ORDER**

- 1.
- 2.

CHANGE ORDER COST SUMMARY

Original Contract Amount:	\$
Cost of Change Orders To-Date:	\$

SUB-TOTAL COST	\$

Cost of This Change Order:	\$

TOTAL COST	\$


CHANGE ORDER TIME SUMMARY

Original Contract Time:	
Time Added / Deleted by Change Orders To-Date:	-----
Time Added / Deleted by This Change Order:	-----
TOTAL TIME	

CHANGE ORDER HISTORY

Change Order No.	Date	Increase (+) or Decrease (-)
1		
2		
3		

SFRTA's EXHIBIT 1

		CHANGE NOTICE	
800 N.W. 33 rd Street, Pompano Beach, FL 33064		DCN No.	Date:
Originator		Project:	
		Project No.	
Details and Background of Change:			
Affected Drawings:		Impact Yes <input type="checkbox"/> No <input type="checkbox"/> By: _____ Date: _____	
Design Calculations Affected Yes <input type="checkbox"/> No <input type="checkbox"/> By: _____ Design Consultant Date: _____	Operations Approval By: _____ Project Manager Date: _____	Cost Impact Yes <input type="checkbox"/> No <input type="checkbox"/> By: _____ Contractor Date: _____	
Drawing(s) Revised or Completed By: _____ Design Consultant Date: _____	Operations Approval By: _____ Director Date: _____	Approved CN Acknowledgement By: _____ Date: _____	

MINUTES
PROPERTY COMMITTEE MEETING
OF MAY 25, 2006

The Property Committee meeting was held at 3:00 p.m. on Thursday, May 25, 2006 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Commissioner James Scott, SFRTA Board Member and Property Committee Chair
Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair
Mr. George Morgan, Jr., SFRTA Board Member

ALSO PRESENT:

Mr. Joseph Giulietti, SFRTA Executive Director
Mr. Jack Stephens, SFRTA Deputy Executive Director
Mr. Elliot Auerhahn, Broward County
Mr. Chris Bross, SFRTA
Ms. Loraine Cargill, SFRTA
Mr. William Cross, SFRTA
Ms. Kim DeLaney, Treasure Coast Regional Planning Council
Ms. Lynn Everett-Lee, South Florida Regional Planning Council
Mr. Ford Gibson, San Remo Developments, Inc.
Mr. Reeder Glass, Holland & Knight (Via Telephone Conference)
Mr. Dan Glickman
Mr. Mike Good, City of Hallandale Beach
Ms. Diane Hernandez del Calvo, SFRTA
Mr. George Kovac, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Ms. Renee Mathews, SFRTA
Mr. Dan Mazza, SFRTA
Mr. Michael Masanoff, TOD Advisors
Ms. Teresa Moore, Greenberg Traurig
Ms. Flavia Silva, SFRTA
Mr. Ed Stacker, Akerman Senterfitt

CALL TO ORDER

The Chair called the meeting to order at 3:05 p.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Smith moved for approval of the Agenda. The motion was seconded by Mr. Morgan.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved unanimously.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public at this meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of April 28, 2006

Mr. Morgan moved for approval of the Consent Agenda. The motion was seconded by Mr. Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
--

R1 – MOTION TO RECOMMEND: Boca Raton Phase II Joint Development Project, Development & Lease Agreement

Mr. Glass, Holland & Knight, updated the Property Committee on the status of the Boca Raton Phase II Joint Development & Lease Agreement. Mr. Glass stated that the most recent appraisal of the Phase II Joint Development Project was presented to the Property Committee at the April 28, 2006 Property Committee meeting. The appraiser estimated that the market value of the site was \$5,300,000 based on the 50,000 square feet of office space and 20,000 square feet of transit-related space. Mr. Glass continued stating that the initial base rent return to the SFRTA of 6.4% was calculated based on the previous appraisal amount of \$3,150,000.

Mr. Glass stated that based on the new appraisal amount, the Property Committee directed staff to re-negotiate the economic terms of the lease with San Remo Developments, Inc. (San Remo). Mr. Glass stated that staff requested San Remo to provide comments regarding any issues with the appraisal and, also requested the appraiser to re-evaluate the report based on the delay in building the second 10,000 square feet of retail. Mr. Glass stated that after careful evaluation the appraiser adjusted the appraised value to reflect a \$1 million decrease in the fair market value of the site based on 50,000 square feet of office and 10,000 square feet of retail

Mr. Glass mentioned that in lieu of the adjusted appraised value and after consulting with staff and Mr. Morgan, a proposal was forwarded to San Remo. Mr. Glass stated that in the interim San Remo forwarded a counter proposal to the SFRTA; however San Remo's proposal has not been fully evaluated by staff and Mr. Morgan.

Mr. Gibson, San Remo, addressed the Property Committee regarding issues related to the Lease Agreement in light of the new appraisal amount and base rent amount.

Mr. Morgan moved to defer the approval of the Development and Lease Agreement between SFRTA and Boca Tri-Rail Center, LLC to the next meeting of the Property Committee to allow staff to finalize negotiations. The motion was seconded by Mr. Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved. The Chair moved the discussions to the next item on the Agenda.

R2 – MOTION TO RECOMMEND: 2006 Property Committee Meeting Schedule

There was consensus amongst the members to defer item R2 to a future meeting of the Property Committee.

The Chair moved the discussions to the next item on the Agenda.

INFORMATION / PRESENTATION ITEMS
Action not required, provided for information purposes only.

I1 – INFORMATION: Unsolicited Proposal for New Tri-Rail Station at Hallandale Beach

Mr. Cross, SFRTA Planning and Capital Development Department Manager, stated that at the March 24, 2006 meeting of the Property Committee, the City of Hallandale Beach (the "City") requested that the South Florida Regional Transportation Authority (SFRTA) evaluate the feasibility of constructing a new station along the existing Tri-Rail Corridor in the vicinity of Hallandale Beach Blvd. in central Broward County.

Mr. Staker, representing the Village of Gulfstream Park (the "Village"), stated that the Village committed a \$3 million dollar surety bond to the SFRTA in lieu of payment of the Transit-Oriented Concurrency fees to Broward County per the Development Order.

Mr. Cross stated that the \$3 million dollar amount would not cover the cost of a new station, but could be used to leverage other funding sources such as State, TRIPs and transportation regional improvement program funds.

Mr. Good, City of Hallandale Beach Manager, stated that the City is taking a regional approach on this project and that the City has invested \$250,000 to look at traffic and transit solutions throughout the community and the region in general and, added that the City received endorsements from the City of West Park, the City of Pembroke Park and the City of Dania Beach for this project. Mr.

Good requested the Property Committee to recommend establishing a working relationship between the City and SFRTA to explore the possibility of a new Tri-Rail station within the City.

Mr. Auerhahn, Broward County, stated that he is currently working on an Agreement involving the Village, the City, Broward County and SFRTA and, once the agreement is finalized it will be brought to the SFRTA Board of Directors for approval. Mr. Auerhahn added that under the agreement, the SFRTA would have two years to study the feasibility of building a new station and, the \$3.0 million dollar surety bond would allow SFRTA to implement the station.

There was discussion amongst the members and the Property Committee members directed staff to work with the City to explore options of building a new station within the City and to identify funding strategies to support the project.

The Chair stated that the City is exempt from the initial fee for Unsolicited Proposals according SFRTA Policy for Unsolicited Proposals approved by the SFRTA Board of Directors at their May 25, 2006 meeting.

Mr. Glikman, Deerfield Beach resident, stated that one important criteria regarding transit improvements is the east-west connectivity.

The Chair moved the discussions to the next item on the Agenda.

I2 – INFORMATION: Unsolicited Proposal for New Tri-Rail Station at Pompano Park

Mr. Cross stated that at the January 5, 2006 Property Committee, TOD Advisors requested the SFRTA to evaluate the feasibility of constructing a new station along the existing Tri-Rail corridor in the vicinity of the Pompano Beach Race Track approximately 1.6 miles north of the Cypress Creek Tri-Rail Station.

There was discussion amongst the members and the Property Committee directed staff to request a comprehensive proposal from TOD Advisors, according to the SFRTA Policy for Unsolicited Proposals, and provide an update at a future meeting of the Property Committee.

The Chair moved the discussions to the next item on the Agenda.

I3 – INFORMATION: Update on Mangonia Park Station Lease and Easement Agreement

Ms. Cargill, SFRTA Transportation Planning Manager, reported to the Property Committee staff's efforts to renew or extend the Lease and Easement Agreement with Don King Arena, Inc. (DK). Ms. Cargill stated that staff met with Mr. Lomax, DK's legal counsel, in March 2006 and, continued stating that in April 2006 Mr. Lomax informed the SFRTA, via letter, to contact TOD Advisors regarding the Mangonia Park site. Ms. Cargill informed the Property Committee that TOD Advisors submitted a proposal to the Palm Beach County Commission (County) and the State Department of Health (State/DOH) requesting both agencies to relocate their proposed facilities to the Mangonia Park site. Ms. Cargill added that the County and State/DOH are currently evaluating the proposal.

Mr. Morgan stated that staff needs to make sure that both the County and the State/DOH are aware of SFRTA's needs as a part of their development plans.

Mr. Giulietti stated that staff has already reached out to the County regarding SFRTA's parking needs at the site.

The Chair moved the discussions to the next item on the Agenda.

I4 – PRESENTATION: Transit Oriented Development (TOD) Overview

Ms. DeLaney, Growth Management Coordinator for the Treasure Coast Regional Planning Council (TCRPC), presented an overview of Transit Oriented Development (TOD) which defined TOD and its benefits.

The Chair moved the discussions to the next item on the Agenda.

OTHER BUSINESS

There was no Other Business discussed at this meeting.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Reports/Comments from the SFRTA Executive Director.

PROPERTY COMMITTEE MEMBER COMMENTS

There were no Comments from the Property Committee Members.

ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE MEETING

APRIL 18, 2006

A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 9:00 a.m. on Tuesday, April 18, 2006 at the offices of James A. Cummings, Inc., 3575 NW 53rd Street, Ft. Lauderdale, Florida 33309.

COMMITTEE MEMBERS PRESENT:

Jim Cummings, Board Member, SFRTA

John Martinez, Board Member, SFRTA (via telephone)

ALSO PRESENT:

Dan Mazza, Director of Engineering and Construction, SFRTA

Justine Belizaire, Senior Project Manager, SFRTA

Marc Hackbarth, Project Manager, PMC

Pat McCammon, Segment 5 Contract Administrator, PMC

Chris Bross, Director of Procurement, SFRTA

CALL TO ORDER

Mr. Bross called the meeting to order at 9:10 a.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

At this point, Mr. Bross stated that all items presented at today's meeting have been approved by Legal Counsel.

MOTION TO APPROVE: Minutes of the February 28, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Minutes of the March 7, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Minutes of the March 14, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Change Order No. 87.01 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to convert Change Order No. 87 from a unilateral Change Order to a Bilateral Change Order. Change Order 87 was for additional fencing at Boynton Beach Station. The final cost equals the Not-To-Exceed amount of \$11,702.00. There is no cost or time extension required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Change Order No. 94.01 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to convert Change Order No. 94 from a unilateral Change Order to a Bilateral Change Order. Change Order 94 was for relocation of a stair tower at Mangonia Park Station. The final cost equals the Not-To-Exceed amount of \$129,746.03. There is no cost or time extension required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Change Order No. 125 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to provide for the reimbursement to TCRC for the reconciliation of Direct Pay Purchase Order process. The additive amount of \$3,859,996.33 represents the difference between previous deductive Change Orders and the actual amount of materials purchased, including sales tax. There is no time extension required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Change Order No. 126 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to provide for a CREDIT to SFRTA/Tri-Rail for the deletion of the Requirement for coiling doors at Stations to be activated by a time clock and to be able to be activated from a remote location. This Change Order will reduce the Contract amount to \$107,500. There is no time extension required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Board Member Martinez asked if this Change Order was itemized or negotiated.

Mr. McCammon stated that this Change Order was negotiated.

Hearing no further discussion, item was approved.

MOTION TO APPROVE: Change Order No. 105 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to provide for resolution of Non-Conformance issues with the Passenger Information System equipment by provision of air conditioning, additional spare parts, and an extended three-year warranty. There is no cost or time extension required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Change Order No. 115.01 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to provide for correction of a profit allowance calculation as applied to CO#115. The original Change Order was awarded 2.5% profit instead of 5% profit. There is no additional time required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Mr. Dan Mazza reported that per the Change Order Summary, Federal funds are 80% and State funds are 20%. This work was performed by TCRC for the New River Bridge Project which is 100% State funded.

Hearing no further discussion, item was approved.

MOTION TO APPROVE: Change Order No. 39 to Agreement No. 01-839 between SFRTA/Tri-Rail and Washington Group International, Inc. for a lump sum amount of \$85,087.00 for Change Order No. 39 to reimburse the Contractor for placing stone instead of sod in ditches between the T-Wall and existing MSE Wall as requested by FDOT District IV Maintenance. There is no time extension required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 9:20 a.m.

DRAFT

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
APRIL 19, 2006

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Wednesday, April 19, 2006, in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair
Mr. Wilson Fernandez, Miami-Dade County Metropolitan Planning Organization (MPO)
Mr. Mario Garcia, Miami Dade Transit (MDT)
Mr. Roger Del Rio, Broward Metropolitan Planning Organization (MPO)
Mr. Fred Stubbs, Palm Tran
Mr. John Krane, Florida Department of Transportation District IV (FDOT)
Ms. Nancy Ziegler, Florida Department of Transportation, District IV (FDOT)
Ms. Lynn Everett-Lee, South Florida Regional Planning Council (SFRPC)
Mr. Enrique Zelaya, Broward Metropolitan Planning Organization (MPO)
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)

COMMITTEE MEMBERS ABSENT:

Mr. Gary Donn, Florida Department of Transportation, District VI (FDOT)
Mr. Gustavo Schmidt, Florida Department of Transportation, District IV (FDOT)
Ms. Kim Delaney, Treasure Coast Regional Planning Council (TCRPC)

ALSO PRESENT:

Mr. Mario Aispuro, Broward Metropolitan Planning Organization (MPO)
Ms. Lois Bush, Florida Department of Transportation, District IV (FDOT)
Mr. John Zegeer, Kittelson & Associates
Mr. Dan Glickman, Citizen
Mr. Eric Goodman, South Florida Regional Transportation Authority (SFRTA)
Ms. Lynda Kompelien Westin, South Florida Regional Transportation Authority (SFRTA)
Ms. Loraine Cargill, South Florida Regional Transportation Authority (SFRTA)
Ms. Bonnie Silverman, South Florida Regional Transportation Authority (SFRTA)
Ms. Elaine Magnum, South Florida Regional Transportation Authority (SFRTA)

CALL TO ORDER

The Committee Chair called the meeting to order at 10:00 a.m.

ROLL CALL

The Committee Chair requested a roll call by the Minutes Clerk.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

A motion was made to approve the Agenda. The motion carried unanimously and the Agenda was approved.

DISCUSSION ITEMS

None.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

None.

CONSENT AGENDA
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of February 14, 2006

A motion was made to approve this item. All were in favor and the motion carried. The Committee Chair moved discussions to the next Agenda item.

REGULAR AGENDA
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

There were no Regular Agenda Items for this meeting.

INFORMATION / PRESENTATION ITEMS
Action not required, provided for information purposes only.

11. - INFORMATION: Southeast Florida Transportation Council (SEFTC) Update

Chairman Randy Whitfield reported that the SEFTC met last Wednesday, April 12, 2006. At that time they elected a Chair and a Vice-Chair. The Chair is Mayor Kaplan from Broward County and the Vice-Chair is Commissioner Martinez from Miami-Dade County. They amended the Regional Corridor Facilities Criteria to include InterModel Hub and Transit Facilities at the request of Broward County. Presented also were the Goals & Objectives and Measures of Effectiveness, developed by the Regional Long Range Transportation Planning Committee, as well as the Regional Corridors Map, and the Project list. They adopted the project list with a few changes basically being to remove the identification of the associated counties or the RTA so the project would be identified without saying which county it came from. They also discussed the criteria involved in selecting TRP projects. At the next meeting they will focus on some of the regional corridors like State Road 7 and US 1, the CSX railroad and the FEC Study. There is a bill out from the Florida Transportation Commission that requires them to do a study of regional coordination; the current bill calls for that to be done by January. The MPO's on the west coast are working with their representatives and with Tallahassee to get the language changed to make that in June of next year, so that there is adequate time to do the study. The next meeting will be July 12, 2006.

Mr. Whitfield reviewed the material that the SEFTC Committee was looking at which states that they recommend their approval to amend the regional criteria to include transit centers/hubs and transit infrastructure along the regional corridor. The Palm Beach County MPO has already approved the Goals and Objectives, the Regional Corridors Map and the Palm Beach TRP List, which was done in March.

It is expected that action will be taken on the Regional LRTP at an upcoming meeting of the Council.

12. - INFORMATION: New Station Development

Lynda Kompelien Westin, Transportation Planning Manager/Real Estate for SFRTA, discussed the possible locations of new Tri-Rail Stations. SFRTA has completed 70 of the 72 miles of the double-tracking project; the rider ship has increased dramatically—this increased interest has prompted some requests from the development community to look at locating new Tri-Rail stations along the existing Tri-Rail corridor. The Board is asking to get them information about the costs related to putting in a new station and what are some of the issues related to putting in new stations along the corridor. Ms. Westin presented a Power Point presentation of the results of the research done and also it will be presented to the Property Committee in a similar format. Some handouts were distributed as well.

Ms. Lynda Westin then went on to discuss the main issue related to building of a new station which is “cost”—there are significant capital costs that would be incurred; we would have to actually build the station, as well as acquire the right-of-way around the station. We would also need to purchase two new train sets and would also have to buy spaces for parking and look at operational costs, along with having to service and maintain the new train stops as well. Currently there is no funding that has been allocated

for any operating or capital costs for new stations. SFRTA would also like to work on keeping service commitments to the community. Station spacing considerations need to be addressed.

The FDOT would like to have a full platform adjacent to the station as a requirement and as a preference and this will be evaluated on a case-by-case basis. There are no exceptions for this that we are aware of for new stations. If another platform is needed, SFRTA would have to go outside of the corridor to build a platform. Another issue to take into consideration is Land Use and Zoning. Ms. Westin went over all of the New Station issues, such as the new station cost estimates and partnership considerations. There are three locations that could handle an additional station—one is between West Palm and Lake Worth, another between Boynton and Delray, and one is on the Miami-Dade/Broward County Border (between Hollywood and Golden Glades).

She further went on to review the Level Boarding Considerations and Potential Level Boarding Solution, continuing with the power point presentation and gave more information about capital costs related to the new stations. In conclusion, because the costs are so significant, we would really need to look at partnerships between the counties, the state, and all the public-private partnerships to get any new stations built. We would like to keep the existing train stations where they are right now and not move them. There are three new train stations that may have the spacing to support them and, finally, we should look into shuttle service that would be quicker, flexible, and a lot less expensive and get generally the same results and serve the developer and get the passengers to the station.

There was some further discussion on this item. The Committee Chair moved discussions to the next item on the Agenda.

13. - INFORMATION: Broward County Transit Funding Initiative

Ms. Lynn Everett-Lee gave PTAC Board members an update as to what has been going on with the Broward County Funding Initiative for the One Penny Sales Tax increase. A meeting was held on April 6th, 2006 to hear the initial opening public presentation on the plan and what the plan is going to do. Basically the service program is expanding the bus system to about 600 buses for Broward County. Ms. Everett-Lee spoke about the Oversight Committee and how that is structured and that it is still in the process of being developed. The final plan with all of the details is expected to be done in about a week or two.

The deadline for the County Commission to put this on the ballot for the November Election is June 27th, 2006. It is on the same ballot as the Two Dollar Rental Car Fee if that gets approved by the Legislature. This was presented to the MPO last Thursday for discussion and a number of questions were brought up for consideration. Most of the MPO members agreed that they wanted to see this come to their cities.

This revenue source is expected to generate \$261 million per year (2005 dollars) of which \$191 million would go to the County's transit program. Organizers of this Initiative expect to have the plan finalized in April or May. It is expected that, in July of this year, the County Commission will consider putting the referendum on the November ballot.

Ms. Everett-Lee pointed out that as the Plan is being structured right now ten (10%) percent of that would go to the cities (based on their population) and another ten (10%) percent is dedicated to countywide traffic signal improvements and maintenance and roadway maintenance.

14. - INFORMATION: Kendall-Link Transit Corridor Alternative Analysis Study

Mr. Wilson Fernandez, Project Manager for Miami-Dade MPO, distributed handouts to PTAC members and a Power Point Presentation on the Kendall-Link Study was shown. The Study has begun and there is a project logo already on the website which is www.kendall-link.com and that will connect to the MPO website where it is being maintained. Mr. Fernandez discussed the Kendall-Link Corridor and showed how it inter-relates with the other corridors showing a map with the viable transportation Corridors highlighted in colors and other corridors within Miami-Dade County in the shaded area that interact with this Corridor.

An analysis was done which showed that there is a strong movement to the North and to the East from the Kendall area. A couple of Public meetings were held to date, there was a good turnout at the April 5th meeting, and there was a lot of feedback. The study is in the early stages of project development; there will be a whole range of things that will be looked at for this corridor, including light rail, heavy rail, hybrid heavy rail – and there is a standing locally preferred alternative that is a bus rapid transit (which Mario Garcia studied in the late 90's) alternative with a reversible lane along Kendall Drive. He further stated that they are looking to complete Tier One screening by this summer and most likely going to the MPO Board in August and then doing Tier Two detailed analysis in the fall, with a conclusion coming back to the MPO Board of a locally preferred alternative decision in January of 2007.

MONTHLY REPORTS
Action not required, provided for information purposes only.

OTHER BUSINESS

The Legislature is still in session.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Executive Director reports/comments at this meeting.

PTAC MEMBER COMMENTS

None.

ADJOURNMENT

There being no further business to discuss, the Committee Chair adjourned the meeting at 11:25 a.m.

There will be no meeting in May 2006. The next meeting is scheduled for June 21, 2006.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
MAY 16, 2006

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 2:30 P.M. on Tuesday, May 16, 2006 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Lili Agee, Palm Tran
Bonnie Arnold (Chair), SFRTA/Tri-Rail
Michael DeCossio, Metro-Dade Transit
Phyllis Berry, BCT
Corine Williams, FDOT

ALSO PRESENT

Jeff Bechtell, MDT
Robyn Hankerson, Bitner Goodman
Doris Williams, BCT

CALL TO ORDER

The Chair called the meeting to order at 2:10 p.m. and noted that a quorum was present.

MINUTES APPROVAL –

- Minutes accepted without change

DISCUSSION ITEMS

FPTA CONFERENCE

- This Conference will take place on November 5th – 7th at the Marriott Hotel near Tri-Rail's West Palm Beach Station. A reception will be held on Sunday evening from 6:00 – 8:00 p.m. Ms. Agee reported that Loraine Smith, Palm Tran Assistant Director, felt that transportation to the planned reception at the Hard Rock Resort and Casino in Hollywood would be too cumbersome and she would like to consider a location closer to the conference hotel. Ms. Arnold suggested the Harriet Theatre at City Place. Ms. Agee suggested a conference call to FPTA Executive Director Wes Watson, Ms. Arnold, Ms. Smith and herself to discuss the change of plans. Ms. Agee said that Palm Tran would provide shuttle service between the hotel and City Place.
- SFRTA member agencies will be responsible for registration and supplying a goody bag.
- CUTR will take responsibility for the agenda.
- Teresa from Gainesville is taking full responsibility for the marketing awards this year, then she will train the person who will take on the responsibility next year. The process will be much more equitable handled in this manner.

BUS ROUTE/SCHEDULE ADDITIONS/CHANGES

- BCT will make changes in August with the intention of connecting its Western Express to the Tri-Rail Fort Lauderdale Station.
- MDT is adding a direct route from South Beach to the Miami International Airport with connections to Mount Sinai Hospital and Tri-Rail.

AGENCY REPORTS

BROWARD COUNTY TRANSIT

- Ms. Berry reported that a glitch in the prioritization function of the CIN system is keeping it from being fully functional
- BCT is developing a new logo, the bee is gone
- They are getting articulated buses in the future
- The county is proposing transit concurrency, whereby developers must fund public transportation
- The proposed penny tax to support transportation is being brought forward to the county commission
- BCT is considering translating their website into Spanish

- Ridership was down for the Air & Sea Show
- BCT is mounting a 3-month direct mail campaign to new residents

FDOT

- The discretionary grant deadline for the FY 07/08 cycle is June 15, 2006.
- Funds would become available July 1, 2007
- FDOT has become more stringent with the application process whereas agencies are required to have projects “ready-to-go” within 6 months of execution and 18 months for construction. The deadline for this cycle is June 15th.

MIAMI-DADE TRANSIT

- MDT is introducing a \$19 weekly visitor passport
- The passport will cost \$9.50 for seniors and children
- MDT will pay hotel concierges and newsstands \$3 for each passport they sell. It will also be sold on line and through the CVB
- MDT has 130,000 passengers who ride for free

PALM TRAN

- Ms. Agee announced that she has new staffing in her department
- 14% increase in passengers over the same time last year
- Loraine Smith has left BCT to become Assistant Director at Palm Tran
- They are getting seven new buses
- They have produced a new Year in Review report
- The new guide book is out
- Fare changes will be coming soon
- Ridership was down for SunFest
- PB County emergency preparedness days are June 6 and 7

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

- Ms. Arnold is waiting to hear back from APTA for details on national “Dump the Pump” Day
- SFRTA will review the by-laws to see if alternates can be counted toward a quorum and have voting privileges in the absence of the appointed committee member
- Ridership was up for SunFest and Air & Sea Show weekend
- The governor has yet to sign the \$2 rental car fee legislation
- The May 2 Customer Appreciation Day was a great success and the FTA and FDOT were recognized for their support of the double tracking project
- Ridership has increased significantly with the introduction of the increased service on March 27

OLD BUSINESS

None

NEW BUSINESS

- Ms. Arnold suggested that the time of the meeting be changed to coordinate with the new train schedule. The idea met with positive feedback from the group and may be implemented for the June meeting.
- Virginia Miller of APTA advised Ms. Arnold that the “Dump the Pump” campaign will take place on June 8 or either the Tuesday or Wednesday prior to that date. Ms. Arnold discussed with Ms. Miller that the SFRTA was undertaking “Commuter Challenge” and Ms. Miller saw no problem proceeding as planned. Ms. Berry suggested promoting the CIN for the “Dump the Pump” campaign.
 - It was further discussed that the CIN seems to have been designed from a Miami point-of-view, rather than from a point of equal standing for Broward and Palm Beach counties and their transit systems.
- With regard to Commuter Challenge, MDT is featuring a race between a driver and a public transportation user. Tri-Rail supplied riders and representatives to accompany contestants. This will be a heavily attended media event with specific reporters already designated.

With no further comments, the meeting adjourned at 4:00 p.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☒ Information Item ☐ Presentation

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STRATEGIC REGIONAL TRANSIT PLAN

SUMMARY EXPLANATION AND BACKGROUND:

The South Florida Regional Transportation Authority (SFRTA) was created on July 1, 2003, when the Governor signed legislation passed by the Florida Legislature. The SFRTA was created with a vision to provide greater mobility in South Florida, thereby improving the economic viability and quality of life of the community, region and state. The Authority's mission is to coordinate, develop and implement a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services.

South Florida faces complex and diverse transportation, land use, economic, and development issues, now, and in the future. These issues include increasing road congestion and mobility problems stemming from continuing and rapid growth and an essentially suburban pattern of land use and development.

Transit is the future in South Florida. The days of adding more and more pavement to our highway system are rapidly coming to an end, hastened by high land values, high gas prices and the realization that future population and employment growth can only be accommodated through high density land use served by transit. Transit is a critical element of South Florida's transportation future and key to promoting economic development and access to jobs, alleviating the congestion that threatens our region with gridlock, and mitigating the isolation of the transportation disadvantaged.

(Continued on Page 2)

EXHIBITS ATTACHED: [Exhibit 1 – Project Schedule](#)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STRATEGIC REGIONAL TRANSIT PLAN

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Consistent with Legislative mandate to coordinate, develop and implement a viable regional transportation system for South Florida, the SFRTA will develop a Strategic Regional Transit Plan that focuses on the region's future and develops strategies for the allocation of scarce resources to accomplish the goals and objectives of the agency.

The Goal of the Strategic Regional Transit Plan is to:

Think creatively to define a bold vision and strategic plan for regional transit's role in the overall regional transportation system to ensure mobility, economic viability and quality of life in the South Florida region for the next generation.

The Objectives of the Strategic Regional Transit Plan are to:

1. Identify key regional transit corridors and infrastructure needs
2. Define regional transit investment strategies
3. Positively impact future development patterns in the region
4. Assess the region's current and future trends
5. Identify a safe and cost-effective regional transit system
6. Define SFRTA's role in the development, funding and operations of regional transit services

SFRTA's Planning and Capital Development office is working through the Authority's General Planning Consultant contracts to finalize the scope of services, cost and schedule and anticipate a July 2006 notice to proceed. A draft schedule is attached (Exhibit I) that anticipates a 10 month duration. Project cost is being refine but is estimated between \$700,000 and \$800,000, which is available in the Planning and Capital Development consultant budget.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STRATEGIC REGIONAL TRANSIT PLAN

Recommended by: _____ Approved by: _____
Department Director Date Contracts Director Date

Authorized by:  Approved as to Form by: _____
Executive Director Date General Counsel Date

Tracking No. _____
Page 3

AGENDA ITEM NO. I-1

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STRATEGIC REGIONAL TRANSIT PLAN

Recommended by: _____ Approved by: _____
Department Director Date Contracts Director Date

Authorized by: _____ Approved as to Form by: _____
Executive Director Date General Counsel Date



- [illegible]

June 2006

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☒ Information Item

☐ Presentation

SOUTH FLORIDA EAST COAST CORRIDOR
TRANSIT ANALYSIS (SFECCTA) STUDY

SUMMARY EXPLANATION AND BACKGROUND:

The South Florida East Coast Corridor Transit Analysis (SFECCTA) is studying how to best develop high performance passenger transit service within the 85-mile study corridor that extends from Downtown Miami to Tequesta and approximately one mile on either side of the Florida East Coast railway (FECR) right-of-way. The Federal Transit Administration (FTA) and National Environmental Policy Act (NEPA) processes are being followed, meaning that reasonable transit alternatives (alignments and technologies) within the study corridor are being identified and evaluated. The objective of the study is to expedite transit development in the corridor through environmental streamlining and a tiered environmental decision making process, allowing for resolution and documentation of key issues.

The Study commenced in September 2005. Study activities have included significant data collection, origin-destination and on-board transit surveys, travel demand modeling, preparation of a comprehensive Advance Notification package, development of a project website, several NEPA activities (i.e., assessment of existing conditions, affected environment, cultural resources) and numerous public involvement activities. In addition and most recently, an initial set of alternatives has been developed.


Representatives from FDOT & the Consultant Team will be present to provide a detailed presentation.

EXHIBITS ATTACHED: N/A

SOUTH FLORIDA EAST COAST CORRIDOR
TRANSIT ANALYSIS (SFECCCTA) STUDY

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:  6/14/02
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Tracking No. _____

AGENDA ITEM NO. I-2

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SOUTH FLORIDA EAST COAST CORRIDOR
TRANSIT ANALYSIS (SFECCTA) STUDY

Recommended by _____
Department Director Date

Approved by _____
Contracts Director Date

Authorized by _____
Executive Director Date

Approved as to Form _____
General Counsel Date 6/12/06

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☒ Information Item

☐ Presentation

SFRTA FISCAL YEAR 2006-07 FEDERAL LEGISLATIVE STATUS REPORT

SUMMARY EXPLANATION AND BACKGROUND:

The purpose of this item is to provide a status report of South Florida Regional Transportation Authority (SFRTA) Federal Legislative efforts for the period of October 2005 through June 2006.

EXHIBITS ATTACHED: [Exhibit I – SFRTA Federal Legislative Status Report](#)

SFRTA FISCAL YEAR 2006-07 FEDERAL LEGISLATIVE STATUS REPORT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:  6/14/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Tracking No. _____
Page 2

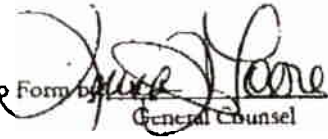
AGENDA ITEM NO. I-3

SFRTA FISCAL YEAR 2006-07 FEDERAL LEGISLATIVE STATUS REPORT

Recommended by _____
Department Director Date

Approved by _____
Contracts Director Date

Authorized by _____
Executive Director Date

Approved as to Form by  6/12/06
General Counsel Date

**SFRTA Federal Legislative Status Report
October 2005 - June 2006**

The following is a summary of SFRTA's federal legislative activities for October 2005 to June, 2006.

October/November 2005

Planning staff worked to with Executive Office to develop an overall strategy for implementation of SFRTA's 2006 Federal Legislative agenda. Cheryl Clark was hired by the Agency in October 2005 to serve as Government Affairs Manager and began working for the SFRTA on November 1st. Ms. Clark is leading our federal legislative efforts and managing our consultant team at the C2 Group, LLC.

December 2005/January 2006

As the SFRTA Legislative Agenda had been approved by the Board of Directors at the September 23rd, 2005 Board meeting, Ms. Clark worked with Planning Department staff to prioritize projects to submit for Congressional appropriations earmarks. Ms. Clark traveled to Washington, DC to meet with Congressional staff, FDOT and Miami-Dade County staff based in DC and John Cline of C2 Group LLC.

February 2006

Ms. Clark traveled to Washington, DC to meet with Congressional staff from the offices of Representatives Ros-Lehtinen, Hastings, Meek, Foley, Wasserman-Schultz, Wexler and Mario Diaz-Balart to build relationships and discuss current and proposed SFRTA projects.

Mid-February a meeting took place at the SFRTA offices to finalize the Fiscal Year 2007 Federal Appropriations Requests. Attendees included: Joseph Giuliatti, Jack Stephens, Bill Cross, Cheryl Clark, Jeff Olsen and John Cline. Mr. Cline provided his opinion on which SFRTA projects had the best chance to receive federal funding. It was discussed that while in previous years each Member of Congress could submit up to 50 requests on behalf of their constituents to the Transportation Appropriations Subcommittee, hoping to get a few projects funded, they may now submit only the 10 projects they feel have the most merit.

The Planning office, with the assistance of the SFRTA consulting teams, developed a Federal Legislative Package to distribute to our Congressional representatives. Each package was personalized for each Member of Congress and included a letter from the SFRTA Executive Director, Appropriations Request Forms and fact sheets on key SFRTA projects.

March 2006

Ms. Clark prepared Appropriations Request Forms for each Member of Congress representing the Tri-County region. These were submitted by the deadlines determined by each office. Mr. Giuliatti, Mr. Cross and Ms. Clark traveled to Washington, DC for the American Public Transportation Association (APTA) Conference. During the conference SFRTA hosted a luncheon for Transportation and Appropriations Legislative Assistants from our South Florida Congressional Delegation. Staff from the offices of Senators Martinez and Nelson and Representatives Shaw, Foley, Lincoln Diaz-Balart, Wasserman-Schultz, Wexler and Hastings

attended the luncheon. The primary discussion at the lunch meeting was which office would take the lead on which project.

The current breakdown of support is as follows:

- Regional Integrated Fare Collection System- Rep. Wasserman-Schultz (took lead on letter of support from South Florida Delegation to Appropriations Committee), Senators Martinez and Nelson
- Jupiter Corridor- Rep. Mark Foley
- Florida East Coast (FEC) Corridor- Rep. E. Clay Shaw, Jr.
- 79th Street Metrorail Station Improvements- Rep. Lincoln Diaz-Balart
- Cypress Creek Intermodal Facility/Operations Center- Rep. Alcee Hastings

Ms. Clark attended the Florida Public Transportation Association Fly-In at the end of the month. Attendees included public transportation leaders from throughout Florida. Meetings included Senator Bill Nelson and staff from Rep. John Mica and Rep. Corrine Brown's offices.

April 2006

Mr. Giulietti and Ms. Clark traveled to DC for meetings which included the FTA Administrator Sandra Bushue and other key FTA staff, Members of Congress and House/Senate Committee staff. Meetings were arranged by John Cline.

May-June 2006

Due to the expiration of C2 Group's contract this Fall, Ms. Clark worked with the SFRTA Procurement Department on a contract extension for C2 Group through the end of the calendar year. A Scope of Services for the Request for Proposals (RFP) for Federal Legislative Consultant Services was also completed.

At the end of May the House Transportation Appropriations Subcommittee released "highlights" of the FY2007 bill which funds the FTA at levels guaranteed by SAFETEA-LU and includes no funding for the Small Starts Program (part of the New Starts Program).

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: JUNE 23, 2006

AGENDA ITEM REPORT

☒ Information Item

☐ Presentation

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2006-07 STATE LEGISLATIVE PLAN
STATUS REPORT

SUMMARY EXPLANATION AND BACKGROUND:

The purpose of this item is to provide a status report of SFRTA's 2006 State Legislative efforts for Session 2006.

EXHIBITS ATTACHED: Exhibit 1 – SFRTA 2006 State Legislative Status Report
(To be provided under separate cover)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2006-07 STATE LEGISLATIVE PLAN
STATUS REPORT

Recommended by: _____ Approved by: _____
Department Director Date Contracts Director Date

Authorized by: _____ Approved as to Form by: _____
Executive Director Date General Counsel Date

Joseph G. Guletsky 6/14/06

Tracking No. _____
Page 2

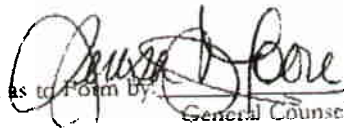
AGENDA ITEM NO. I-4

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FISCAL YEAR 2006-07 STATE LEGISLATIVE PLAN
STATUS REPORT

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  6/12/06
General Counsel Date

Engineering & Construction Executive Summaries May 2006

Segment 5 Construction

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

Substantial Completion has been issued for Work Areas 1 – 12; Sound Barrier Walls 1 – 7; Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, Metrorail, Mangonia Park and West Palm Beach Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur, and C-10.

During this reporting period punchlist work on the trackwork and stations progressed. All upgrade crossings were completed except for exit gates at NW 36th Street.

Substantial completion was issued for West Palm Beach, Mangonia Park, and Metrorail Transfer Stations. Walkdowns for substantial completion were held for Hollywood Station and the West Palm Beach Operations Facility.

New River Bridge Construction

Completed this month were: Drilled Shaft #27; Columns #16, #17, #18, #28, #29, and # 30; Pier Caps #15, #18, #19, #24, and #25; and CSL testing at shafts #27 thru # 30. Completed to date are: all forty drilled shafts; forty CSL tests; thirty-seven columns (Columns 2-26 and 28-39); and twenty-six pier caps (Pier Caps 1-15, 18-25, 38, 39 and 40).

To date, all beams have been installed at Spans #1 thru #13. To date, diaphragms for Spans #1 to #9 have been completed.

At the south end of the Project, all 514 T-Wall panels were installed. The Contractor is starting installation of pre-cast curbs on the east side.

At the north end of the Project, 132 T-Wall panels were installed.

The April 2006 Schedule Update 24NR (data date of April 30, 2006) with a January 10, 2007 forecasted Substantial Completion date was reviewed and accepted with comments. The Schedule Update 24NR has a forecasted Substantial Completion date of January 10, 2007, which is 229 calendar days beyond the Contract Substantial Completion date of May 26, 2006.

PMC is still waiting on a cost proposal from WGI regarding the Bascule Bridge delays (CO#38).

WGI Cost Control – WGI's Payment Application No. 28 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on May 15, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during April 2006. As of April 30, 2006, WGI has expended 78.4% of the contract price (\$55,893,378.19) and 1,029 days of the Contract duration.

Segment 5 Project Status Executive Summary for May 2006

CONSTRUCTION

All Segment 5 Double Track areas are now in service – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Substantial Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Substantial Completion was also issued for Sound Barrier Walls 1 – 7; Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street and Metrorail Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

Bridges - Total number: 24 bridges at 12 water crossings (11 new, 5 demolition and replacement, and 8 rehabilitation).

- All 11 New bridges are complete except punch list items: *All punchlist items are completed.*
- Demo & Replace bridges: four are complete - WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2); one is deleted from project scope - Dania Cut-Off C-11 (ML2).
- All 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1).

Earthwork

- Earthwork is complete in Work Areas 1 – 12 and all punchlist items completed.

Grade Crossings - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete except for some punchlist work; 30 of 31 upgrade crossings have the civil work and signal work complete including punchlist items. NW 36th Street crossing still needs exit gate arms installed but will not be installed under Segment 5 Contract due to modifications needed due to a signal bridge installed last year after Hurricane Wilma.

I-95 Sound Barrier Walls (1-7)

- Walls 1, 2, 3, 4, 5, 6, and 7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

Signals

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

Stations, Layover Facility, and Operations Center

- Construction complete (except punchlist): Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Sheridan Street, Mangonia Park, West Palm Beach and Metrorail Stations.
- Substantial Completion remains outstanding at: West Palm Beach Operations and Layover facilities and Hollywood Station.

Trackwork

- Trackwork is completed in Work Areas 1 – 12, except for a few punchlist items.

Passenger Information System (PIS)

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation was completed in May 2006

New River Bridge Project Executive Summary for May 2006

CONSTRUCTION PROGRESS: All Drilled Shafts are complete and all T-Walls Placed at the south side

Completed this month were: Drilled Shaft #27; Columns #16, #17, #18, #28, #29 and #30; Pier Caps #15, #18, #19, #24, and #25; and CSL testing at shafts #27 thru #30. Completed to date are: forty drilled shafts (Drilled Shafts 1-40); forty CSL tests (Shafts 1-40); thirty-seven columns (Columns 2-26 and 28-39); and twenty-six pier caps (Pier Caps 1-15, 18-25, 38, 39 and 40).

To date, all beams have been installed at Spans 1 thru 13. To date, 18 diaphragms and the decks for Spans #1 to #9 have been completed.

At the south end of the Project, the contractor began placing the cast-in-place filler leveling pad at the top of the T-Wall panels and began installing the precast coping on the eastern side. The Contractor also began grading the area for the southern approach slab.

At the northern T-Wall, the contractor began installing T-Wall panels. To date, 132 T-Wall panels have been installed at the north end of the Project.

PERMITS: All SFRTA/Tri-Rail permits acquired

All environmental permits have been received (this includes the United States Coast Guard (USCG) Bridge Permit).

CONTRACT ADMINISTRATION: 41 Change Orders executed to date

Change Notices and Change Orders - To date SFRTA/Tri-Rail has originated and issued 44 Change Notices and executed 41 Change Orders.

Claims - To date, WGI has issued no claims and 11 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7 & 9; denied RFCs No. 3, 4, 5, 10, and 11; and requested additional information for RFC No. 6. WGI has cancelled RFC No. 8.

PROJECT CONTROLS: Schedule Update 24NR

Schedule Control – Schedule Update 24NR (data date of April 30, 2006) with a January 10, 2007 forecasted Substantial Completion date was reviewed and accepted with comments. The Schedule Update 24NR has a forecasted Substantial Completion date of January 10, 2007, which is 229 calendar days beyond the Contract Substantial Completion date of May 26, 2006.

PMC is still waiting on a cost proposal from WGI regarding the Bascule Bridge delays (CO#38).

WGI Cost Control – WGI's Payment Application No. 28 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on May 15, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during April 2006. As of April 30, 2006, WGI has expended 78.4% of the contract price (\$55,893,378.19) and 1,029 days of the Contract duration.

The PMC has expended \$4,297,205.02 (71.7%) of the PMC budget (\$5,992,075.06) and 1277 days (79.2%) of the Contract duration through April 30, 2006. The Fourteenth Amendment to the PMC NRB Phase III agreed in March 2006 with SFRTA/Tri-Rail extended the contract duration to March 31, 2007, twelve more months, at \$1,570,750.85, a current contract value of \$ 5,992,075.06 and Contract duration of 1612 days.

TECHNICAL SERVICES:

SFRTA/Tri-Rail reviewed the QA Release for the Bridge Deck Concrete Placement.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
JUNE 23, 2006

MAY RIDERSHIP

Total monthly ridership for May has increased 17.8 % when compared to May of last year. Weekday ridership has risen at the rate of 21.2% for May, the average weekday ridership in May 2006 was 12,152 per day versus 10,030 per day for 2005. Total weekend ridership has decreased by 0.3% when compared to last year. Total Fiscal Year ridership is down by 7.7%.

Revenue is shown in Chart 3. Chart 2 shows rider ship month-to-month and Chart 1 combines revenue and rider ship month-to-month.

<u>Riders</u>	Actual May 2006	Actual May 2005	May '06 vs.'05 %	FY 06 Rider ship To Date	FY 05 Rider ship To Date	FYTD '06 vs.'05 %
M-F	255,198	210,639	21.2%	2,054,677	2,237,694	-8.2%
Saturday	19,884	17,651	12.7%	182,900	195,920	-6.6%
Sunday	15,356	17,867	-14.1%	143,612	157,291	-8.7%
Holidays	3,586	3,436	4.4%	29,190	21,091	38.4%
	294,024	249,593	17.8%	2,410,379	2,611,996	-7.7%

Note: Rider ship figures are based on daily reports from Herzog.

Chart 1 - SFRTA Riders and Revenue Trends

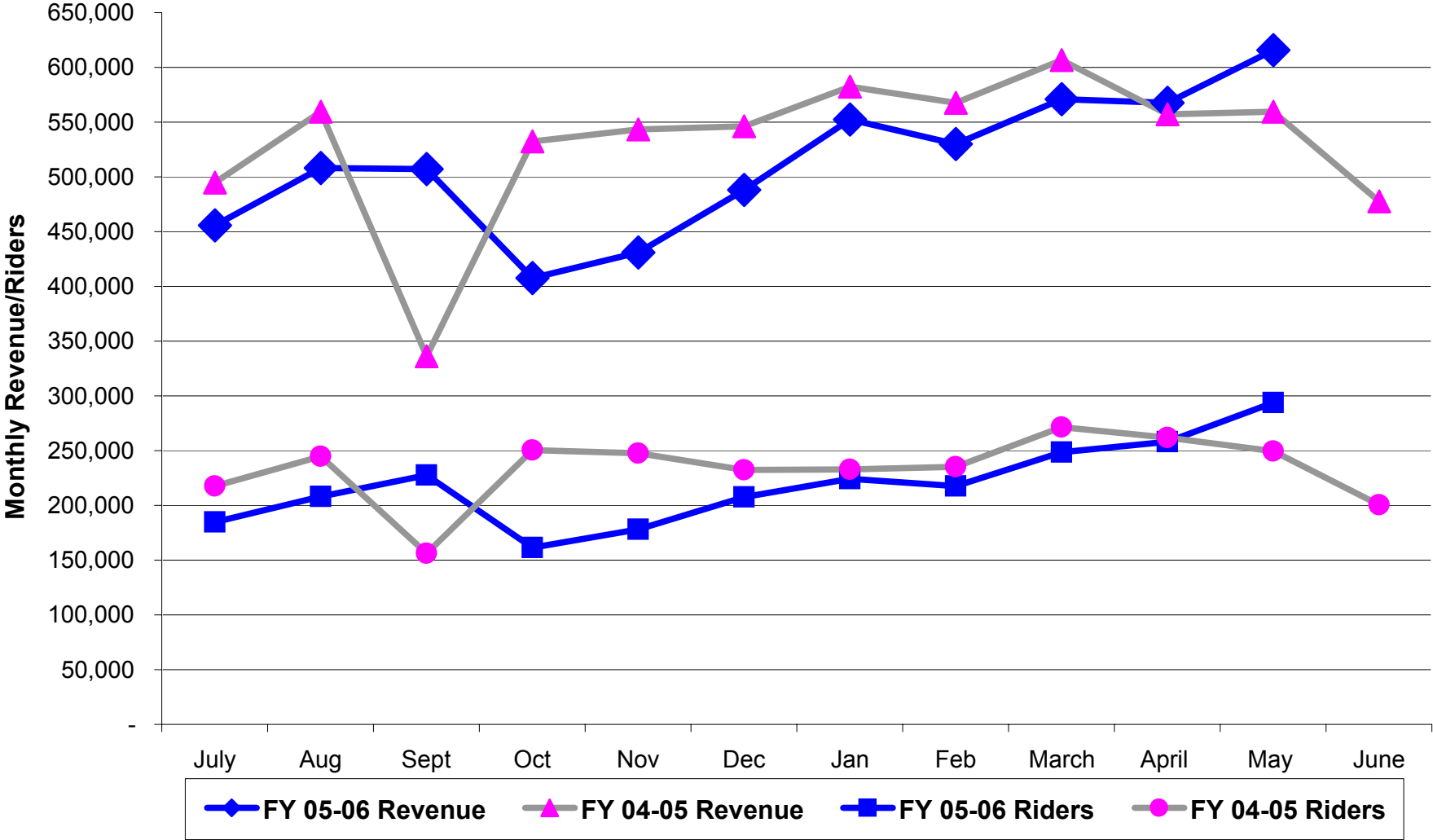


Chart 2 - SFRTA Riders

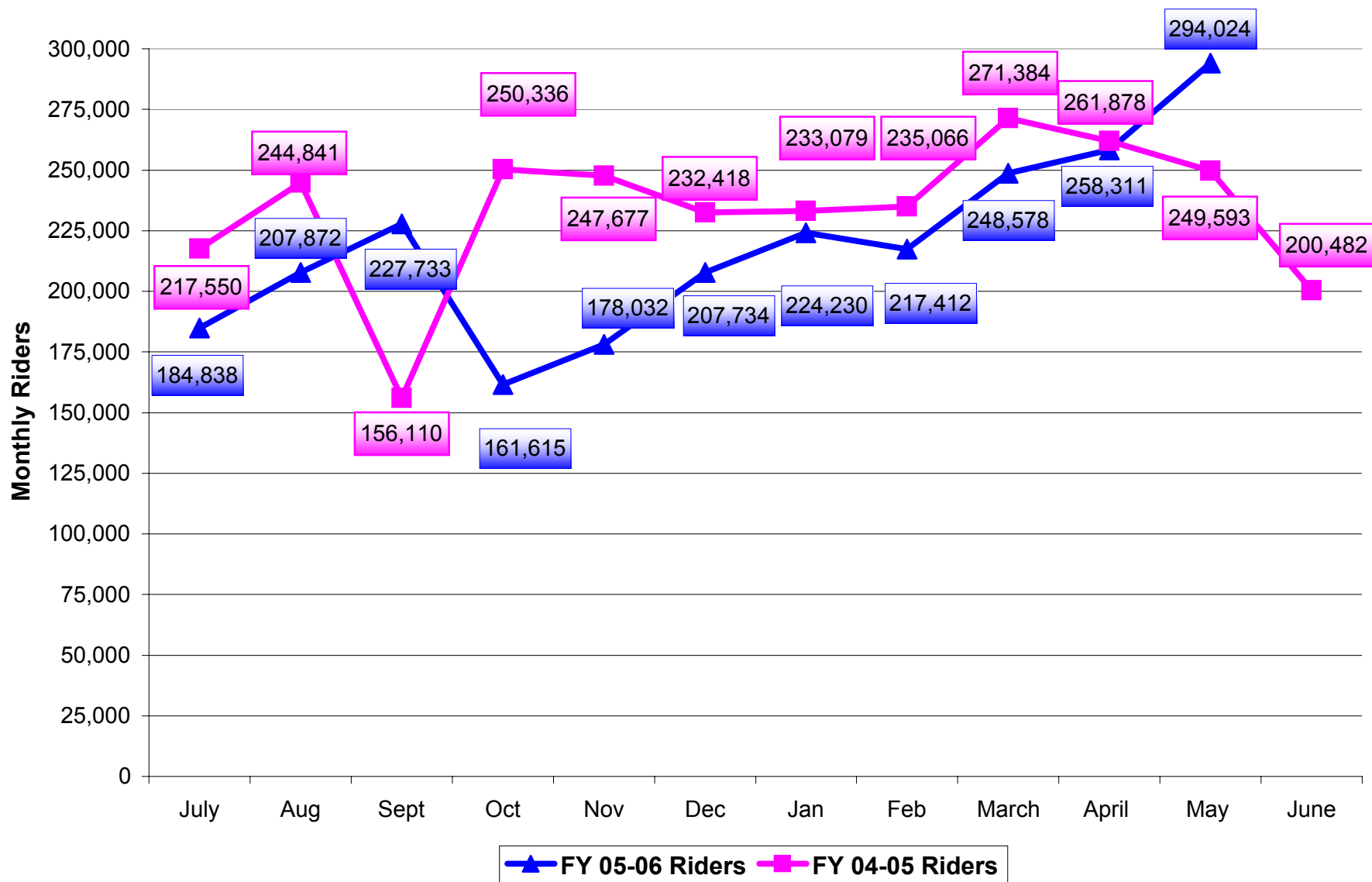
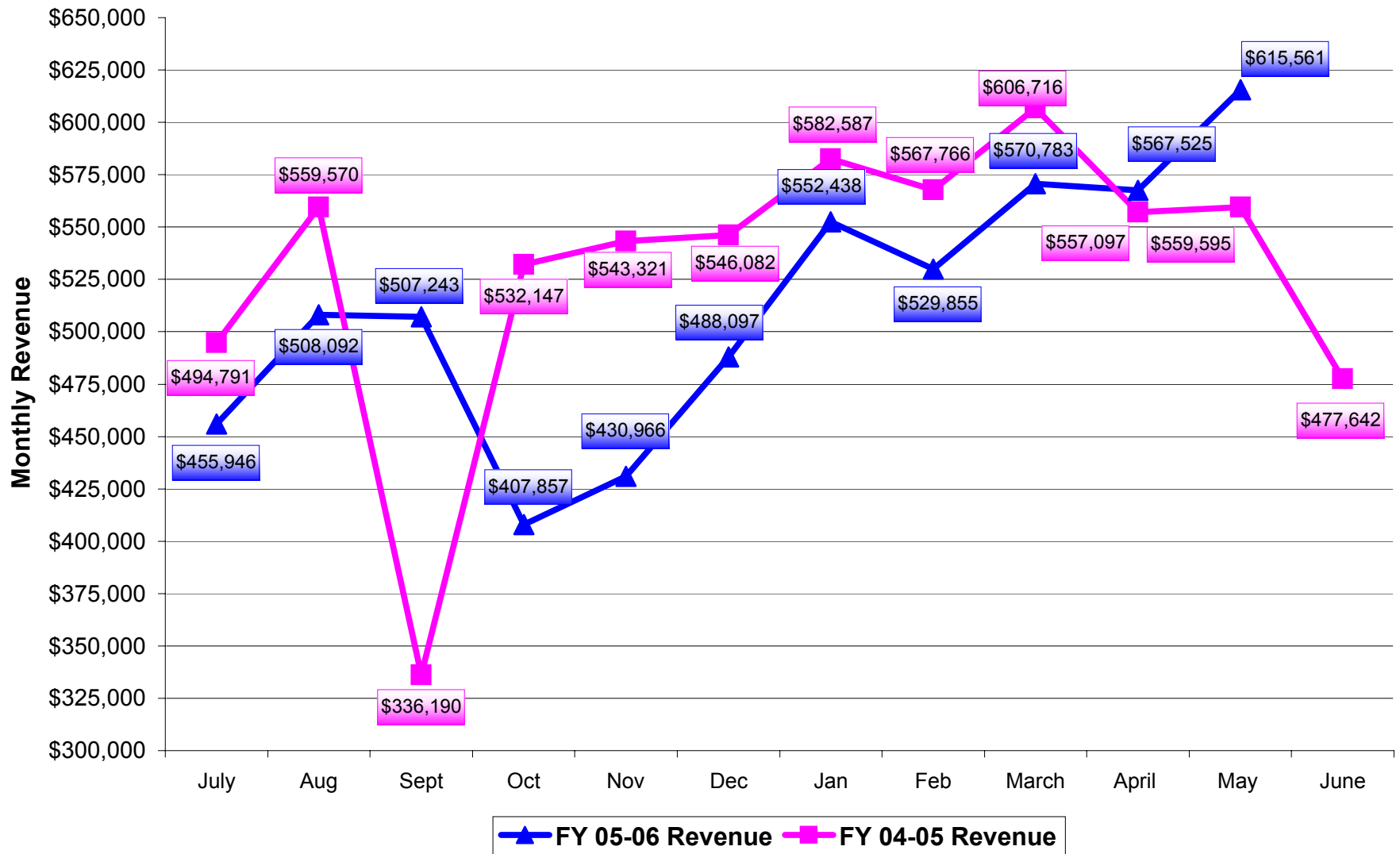


Chart 3 - SFRTA Revenue

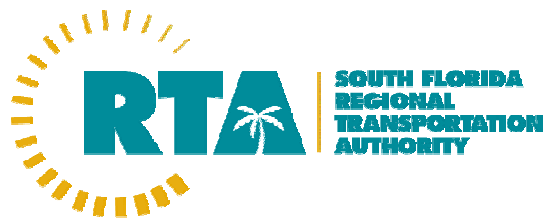




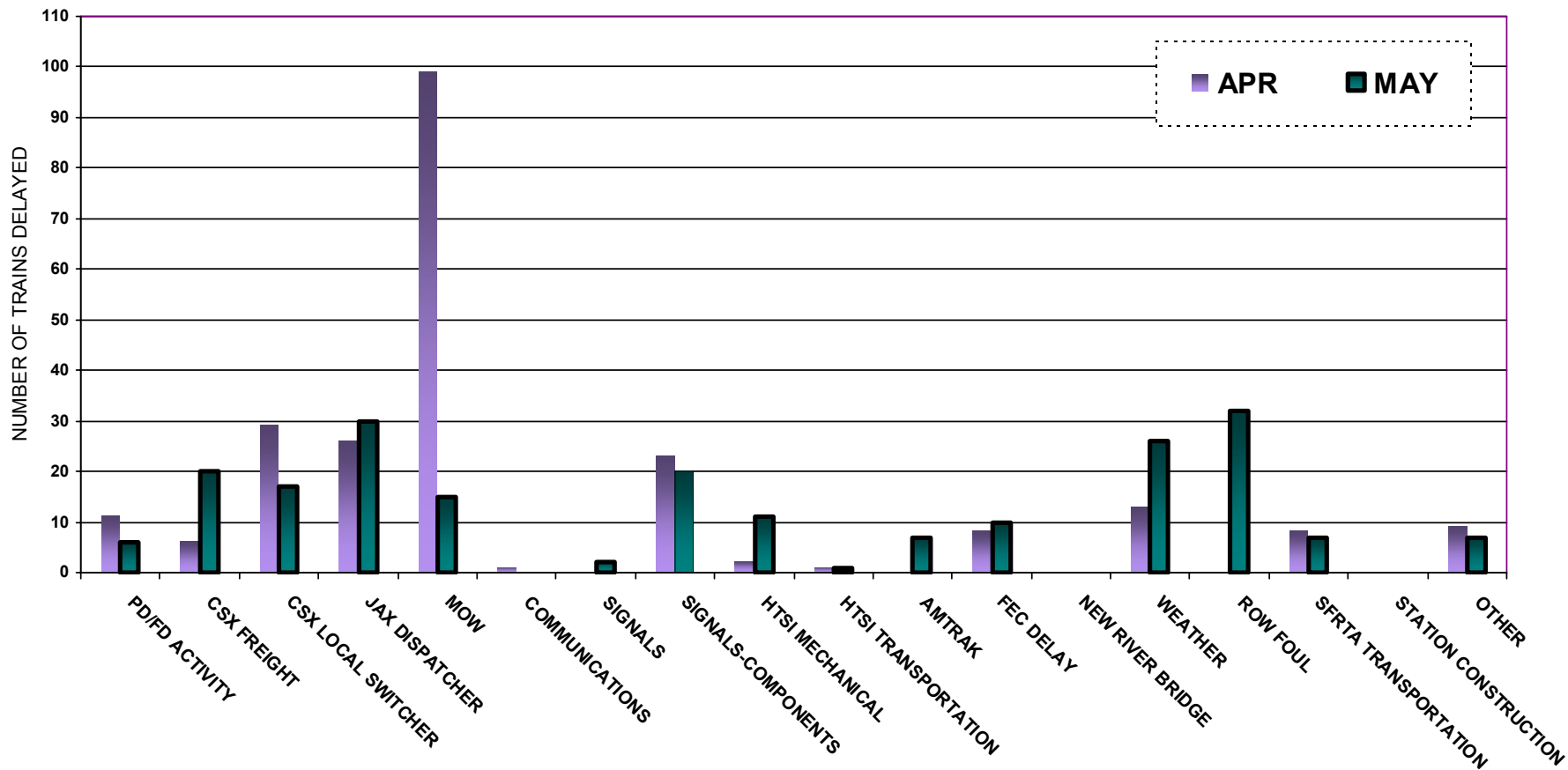
MAY 2006 ON TIME PERFORMANCE

Causal Analysis Summary

OTP End To End			79.2%
OTP Station To Station			74.3%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	1	6	0.6%
<u>SUB-TOTAL</u>	1	6	0.6%
<u>CSX AGREEMENT</u>			
CSX FRIEIGHT	5	20	2.0%
LOCAL SWITCHER	8	17	1.7%
JAX DISPATCHER	9	30	3.0%
MOW	7	15	1.5%
<u>SUB-TOTAL</u>	29	82	8.1%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	0	0	0.0%
SIGNALS	2	2	0.2%
SIGNALS-COMP.	10	20	2.0%
<u>SUB-TOTAL</u>	12	22	2.2%
HTSI MECHANICAL	9	11	1.1%
HTSI TRANSPORTATION	1	1	0.1%
AMTRAK	7	7	0.7%
FEC DELAY	9	10	1.0%
NEW RIVER BRIDGE	0	0	0.0%
WEATHER	2	26	2.6%
ROW FOUL	3	32	3.2%
SFRTA TRANSPORTATION	6	7	0.7%
STATION CONSTRUCTION	0	0	0.0%
OTHER	6	7	0.7%
<u>SUB-TOTAL</u>	43	101	10.0%
TRAINS DELAYED		211	20.8%
TRAINS ON TIME		803	79.2%
TOTAL		1014	100.0%

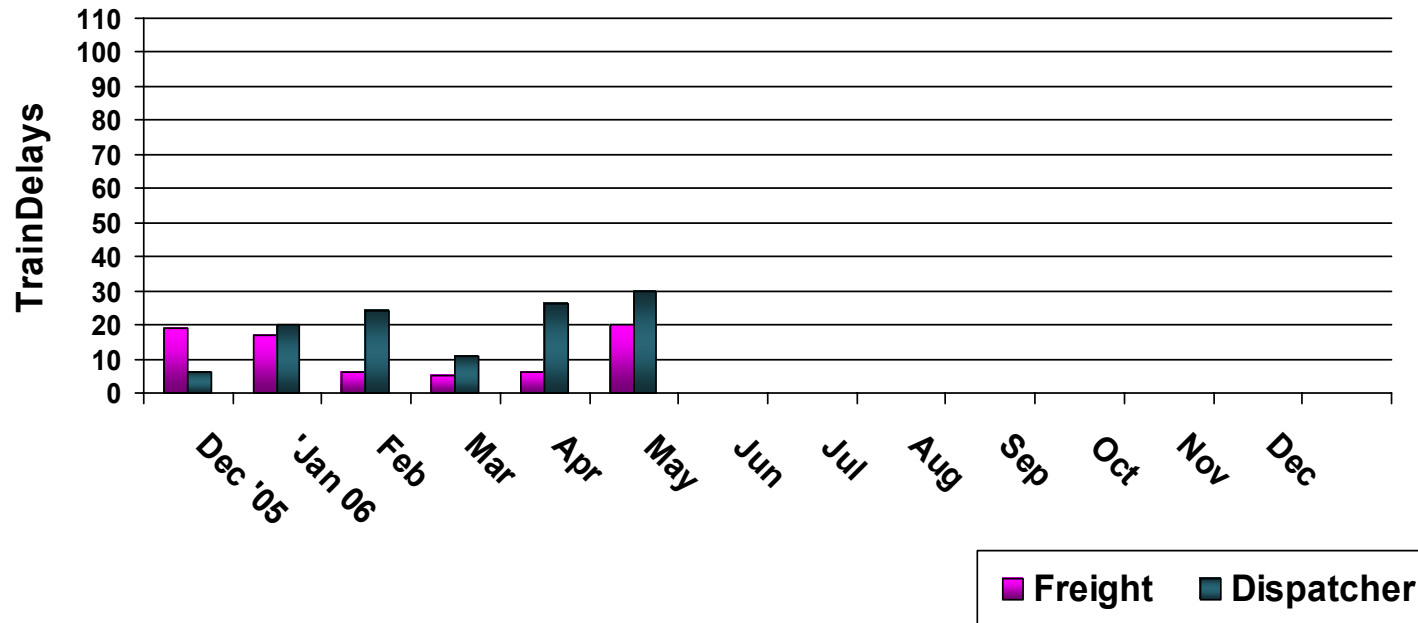


TRAIN DELAYS 2006



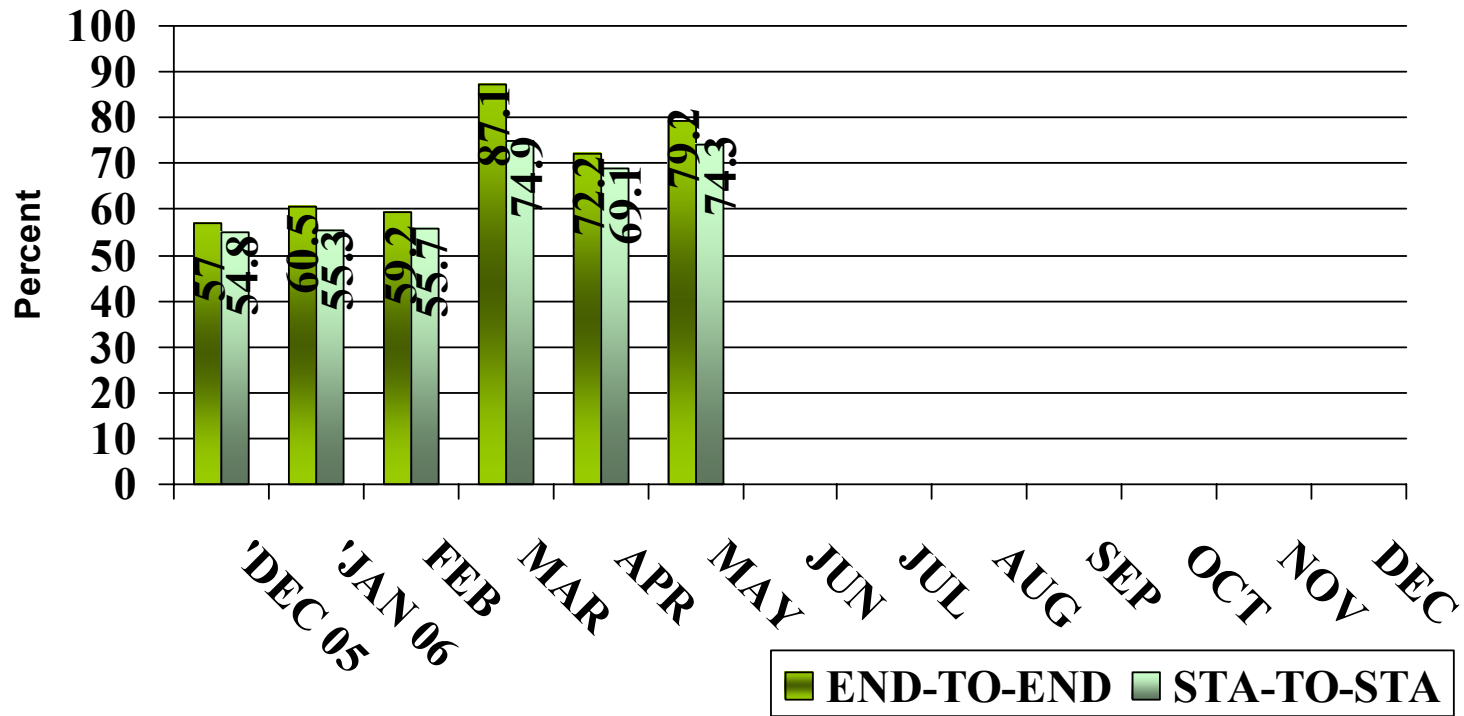


CSXT JAX Dispatcher & Freight Delays 2006





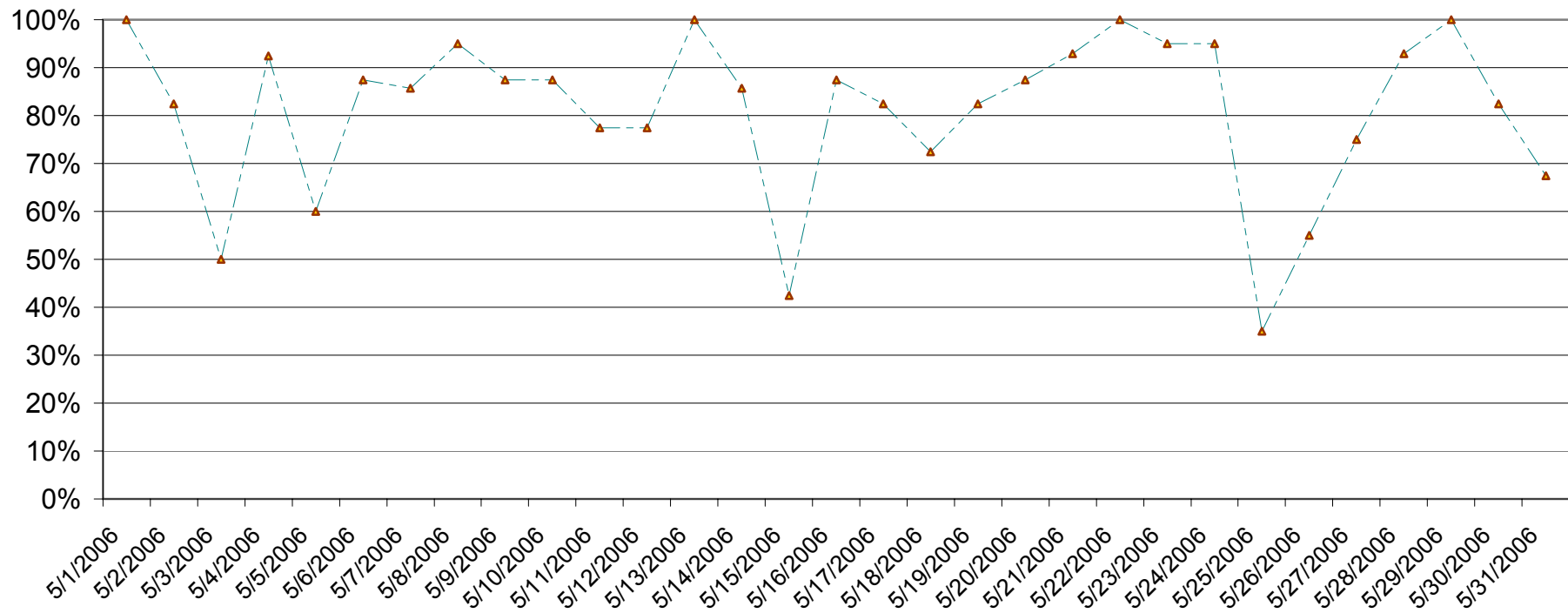
On-Time Performance Calendar Year 2006

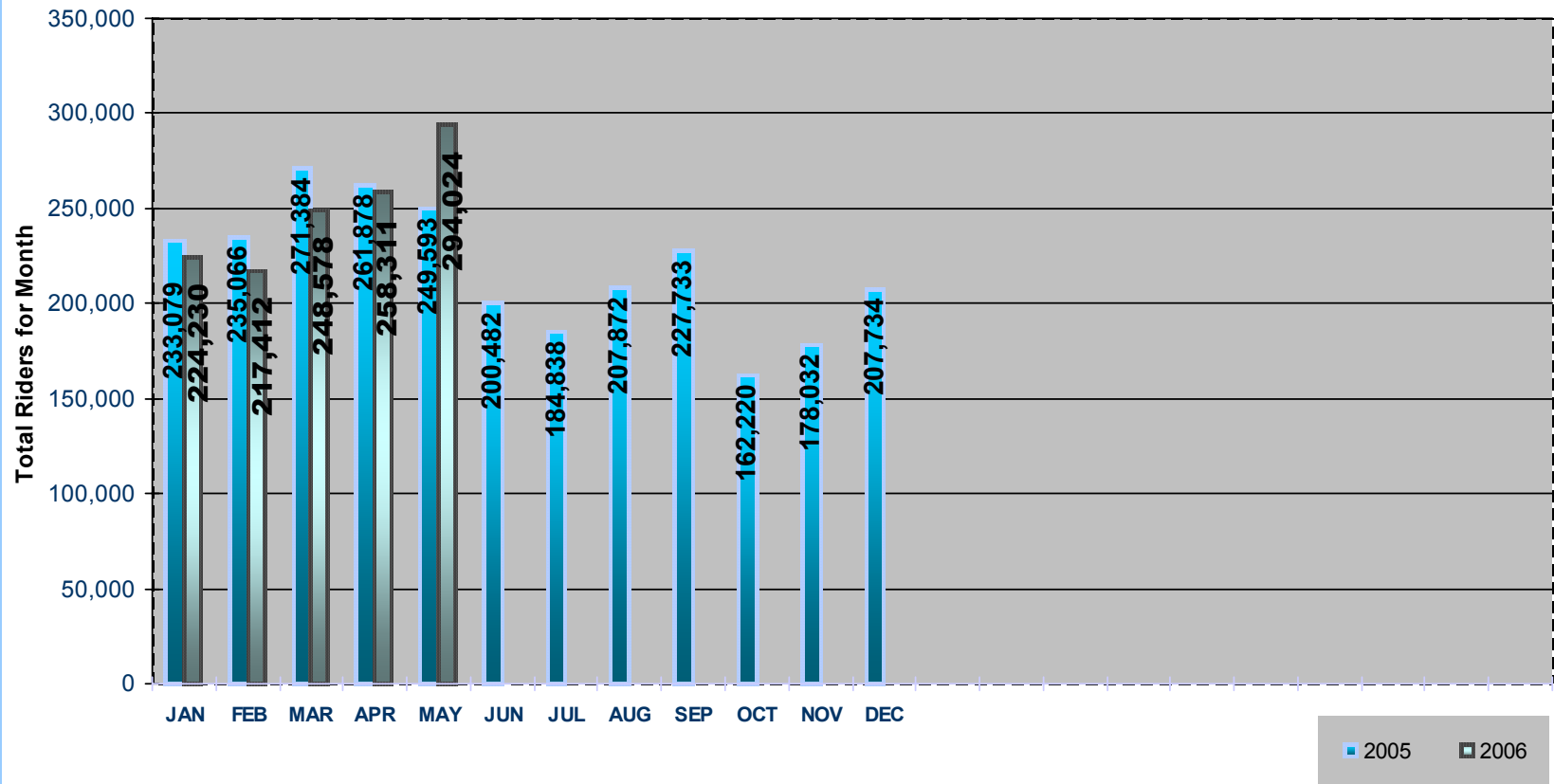


TRI- RAIL
ON TIME PERFORMANCE
END TO END ~ 2000



ON TIME PERFORMANCE
END TO END - MAY 2006





AGENDA ITEM D

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR May 2006 BOARD OF DIRECTORS MEETING June 23, 2006

EMPLOYER DISCOUNT PROGRAM

- The Employer Discount Program (EDP) added 63 new employers and 214 new employees during the month of May.
- The total number of EDP tickets recorded as sold in May was 2237 and the total revenue generated was \$97,658.

The following companies joined the Employer Discount Program (EDP) in May:

Employer	City	Enroll Date
AERO Jet, Inc.	Ft. Lauderdale	5-31-06
Agency for Healthcare Administration	Ft. Lauderdale	5-31-06
American Bancard	Boca Raton	5-18-06
American Call Centers	Boca Raton	5-31-06
Arrow Cargo	Miami	5-18-06
AUSA Corporation	Coral Gables	5-31-06
Barcharts, Inc.	Boca Raton	5-25-06
Barefoot Mailmoms Delivery	Pompano Beach	5-18-06
Bio-Safe International, Inc.	Delray Beach	5-18-06
Boink Systems, Inc.	Miami	5-24-06
Bombardier Transportation	Miami	5-31-06
Broward Electric Car, Co.	Dania Beach	5-18-06
Buckingham, Doolittle & Burroughs, L.L.P.	Boca Raton	5-31-06
Business Cards Tomorrow (BCT)	Pompano Beach	5-23-06
Ca, Inc.	Miami	5-31-06
Centurion Air Cargo	Miami	5-25-06
Claudia, Co.	Pompano Beach	5-18-06
Cordero & Associates, P.A.	Miami	5-31-06
Dart Container Sales Co.	Deerfield Beach	5-31-06
Doormark, Inc.	Deerfield Beach	5-18-06
Everglades Law Center, Inc.	Ft. Lauderdale	5-31-06
Fairfield Resorts	Margate	5-25-06
Financial Federal Credit Union	Miami	5-25-06
Flexiteek Americas, Inc.	Pompano Beach	5-25-06
Florida Memorial University	Miami Gardens	5-25-06
Florida Powertrain & Hydraulics	Ft. Lauderdale	5-25-06

Florida-Spectrum Environmental Services, Inc.	Ft. Lauderdale	5-25-06
Healthcare Services Group, Inc.	West Palm Beach	5-18-06
Hollywood Hills Rehabilitation Center, L.L.C.	Hollywood	5-31-06
HSBC Bank	Miami	5-18-06
International Bedding Corp.	Ft. Lauderdale	5-31-06
International Game Fish Association (IGFA)	Dania Beach	5-25-06
International Shipping Partners, Inc.	Miami	5-18-06
Interstate Screw Corp.	Hialeah	5-25-06
Judith Norman Collection	Dania Beach	5-18-06
Kenneth R. Carlson – Architect, P.A.	Deerfield Beach	5-18-06
Kinetic Concepts, Inc.	West Palm Beach	5-31-06
Maus & Hoffman, Inc.	Ft. Lauderdale	5-31-06
MDU Communications, Inc.	Davie	5-31-06
Medical Supply Holding, L.L.C.	Pompano Beach	5-24-06
Morse Operations, Inc.	Ft. Lauderdale	5-24-06
Morse Operations, Inc.	Lake Park	5-24-06
Morse Operations, Inc.	Riviera Beach	5-24-06
Morse Operations, Inc.	Delray Beach (2300)	5-24-06
Morse Operations, Inc.	Delray Beach (2700)	5-24-06
Open Arms Elite Team In Healthcare	West Palm Beach	5-31-06
Pine Crest School	Ft. Lauderdale	5-31-06
Pots Co.	Opa-locka	5-31-06
Precision Body & Equipment	Miami	5-31-06
Print Village, Inc.	Ft. Lauderdale	5-24-06
RailAmerica, Inc.	Boca Raton	5-31-06
Saywell International	Hollywood	5-31-06
SBA Network Services, Inc.	Boca Raton	5-25-06
Shelby Developments	Ft. Lauderdale	5-31-06
Sobel Westex	Pompano Beach	5-22-06
Soft Velocity, Inc.	Pompano Beach	5-31-06
SPA Covers, Inc.	Hollywood	5-31-06
Spear Safer CPAs & Advisors	Miami	5-18-06
Spherion Corp.	Ft. Lauderdale	5-25-06
Techswan, Inc. (Swantech)	Ft. Lauderdale	5-31-06
The Breakers Palm Beach	Palm Beach	5-31-06
Walters Gottlieb Partners, Inc.	West Palm Beach	5-18-06
WPEC News 12	West Palm Beach	5-24-06

EDP SALES MISSIONS

May:

Access Diabetic Supply	Pompano Beach
Accountants Express	Ft. Lauderdale
Administrative Office of the Courts	Miami
Akai Security Company	Miami
Applied Card Systems	Boca Raton
ATI Career Training Institute	Ft. Lauderdale
American Bancard	Boca Raton
Carecentric, Inc.	Pompano Beach
Carnival Cruise Lines	Miami
City of Ft. Lauderdale	Ft. Lauderdale
City of Pompano Beach	Pompano Beach
City of Sunrise	Sunrise
Creative Staffing	Ft. Lauderdale
Dade Aviation Consultants	Miami
Dave Thomas Education Center	Ft. Lauderdale
Doormark, Inc.	Deerfield Beach
Edible Arrangements	Pompano Beach
Express Personnel	West Palm Beach
Hillsboro Club	Deerfield Beach
Hollywood Hills Rehabilitation Ctr.	Hollywood
International Game Fish Assoc.	Dania Beach
John Knox Village	Pompano Beach
Joint Apprenticeship Training Fund	Pompano Beach
Mutual of America	Boca Raton
Kaplan University	Pompano Beach
Morgan Property Group	Ft. Lauderdale
National Pain Institute	Boca Raton
Nelson Services	West Palm Beach
New York Life	Ft. Lauderdale
Office Depot	Ft. Lauderdale
Palm Beach Post	West Palm Beach
Presidential Home Care	Pompano Beach
Pride Air Conditioning & Appliance	Pompano Beach
Quest Marketing	Miami Beach
Rain Soft	Pompano Beach
Sears & Sears Repair Center	Pompano Beach
Shelby Developments	Ft. Lauderdale
Suncrest Supply, Inc.	Riviera Beach
Vista Health Plan	Sunrise
WPEC News 12	West Palm Beach
Workforce One	Pompano Beach

CUSTOMER APPRECIATION DAY

On May 2, marketing staff and volunteers from other SFRTA departments mounted 13 hours of festivities along the corridor to thank passengers for their patience during construction and for continuing to ride Tri-Rail. Passengers enjoyed complimentary coffee and donuts, received newspapers and giveaways and entered contests to win prizes from local radio stations. The event was truly a community collaboration and included partners Broadway across America, Sun-Sentinel, Winn Dixie, McDonalds, Seminole Paradise, Horizon's Edge Casino Cruises, Florida Marlins, Pollo Tropical, Palm Beach Post, Miami Herald, Kelloggs, Krispy Kreme, El ZOL, Quality Marketing of Miami, and Proctor & Gamble.

FTA/SEGMENT 5 EVENT

Also on May 2, The Federal Transit Administration and Florida Department of Transportation were recognized at a ceremony celebrating the completion of the Double Track Corridor Program at the Fort Lauderdale Station. Special guest was Yvette Taylor, Administrator of FTA Region 4. The event was attended by many of the people who worked on the project. Special appreciation goes to Pollo Tropical, who provided complimentary catering for SFRTA guests.

MAY MARKETING CAMPAIGN

Between May 1 and May 21, SFRTA conducted the largest marketing campaign in the past five years to communicate the completion of double tracking and expansion of service to the general public, current riders, and potential EDP members. Components of the campaign included radio and TV spots, print advertising, billboards, newspaper inserts, chamber mailings, paycheck stuffers, and sponsorships on National Public Radio. Ridership statistics for May showed a 17.4% increase in passengers over May 2005. The campaign was supported by a \$100,000 JPA with FDOT.

COMMUTER CHALLENGE DAY

SFRTA, MDT and South Florida Commuter Services collaborated to mark Commuter Challenge Day on May 18 with a race between commuters using public transportation and others using private vehicles. The Tri-Rail leg was between the Hollywood Station and Miami-Dade Government Center. The Tri-Rail commuter topped the driver by 15 minutes.

SUNFEST

Marketing staff members produced event signage, arranged staffing coverage, assembled and delivered driver packages, distributed informational flyers to passengers, created commuter bulletins and press releases and staffed the SunFest event. Approximately 2,000 additional riders on each day enjoyed traveling by train to the SunFest and McDonald's Air & Sea Show events

McDONALD'S AIR & SEA SHOW

Marketing staff members produced event signage, arranged staffing coverage, assembled and delivered driver packages, distributed informational flyers to passengers, created commuter bulletins and press releases and staffed the Air & Sea Show event.

COMMUNITY OUTREACH EVENTS

Lake Worth Chamber of Commerce
Greater Miami Chamber of Commerce
Pompano Beach Job Fair
Human Resources Association of Palm Beach County
Nations Safe Drivers
King's Point, Delray Beach
City Of Atlantis/Parkinson Foundation
SFEC/TMA
Clean Air Month Kick-Off
Career Day at Ruth Owens Krause Center in Miami
FAU Student Orientation
Workforce One



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

May 2006

Budgeted Income Statement

Revenue:

For May 2006 year-to-date (YTD) actual revenue is down \$219,606 or 4% when compared to the FY 2005/06 YTD budgeted revenue. Although total revenue is down due to a decrease in ridership, the SFRTA is still within budget as actual expenses for the year is \$991,848 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$991, 848 or 3% below budget. All expenses except for train fuel are well within budget. Staff is currently monitoring the price of fuel. As of May 1, 2006, the price per gallon was \$2.38. Fuel was budgeted at \$2.00.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
5/01/06 TO 5/31/06

REVENUE	MAY 2006 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2005-06 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$616,579	\$5,516,388	\$5,642,333	(\$125,945)	\$6,054,000	\$537,612
Interest Income / Other Income	11,949	185,714	279,375	(93,661)	320,000	134,286
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$628,528	\$5,702,102	\$5,921,708	(\$219,606)	\$6,374,000	\$671,898
OPERATING ASSISTANCE						
FDOT Operating JPA	138,656	\$6,819,000	6,819,000	-	\$6,819,000	-
FDOT Feeder Service JPA	199,147	1,957,083	1,957,083	-	2,135,000	177,917
FDOT-DMU Assistance	-	-	491,456	(491,456)	649,578	649,578
FDOT-Marketing Grant	-	-	-	-	241,000	241,000
FHWA	321,405	4,000,000	4,000,000	-	4,000,000	-
FTA Assistance	1,417,550	8,021,397	8,021,397	-	9,428,325	1,406,928
Counties Contribution	1,151,992	6,377,700	6,440,404	(62,704)	6,819,000	441,300
Broward Co. Feeder Service	-	447,723	555,770	(108,046)	606,294	158,571
Unrestricted Reserve	-	-	66,667	(66,667)	700,000	700,000
Other Local Funding	-	179,768	223,137	(43,369)	243,800	64,032
TOTAL ASSISTANCE	\$3,228,751	\$27,802,671	\$28,574,913	(\$772,242)	\$31,641,997	\$3,839,326
TOTAL REVENUE	\$3,857,279	\$33,504,773	\$34,496,621	(\$991,848)	\$38,015,997	\$4,511,224

EXPENSES	MAY 2006 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2005-06 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	1,781,687	18,570,830	19,316,664	745,834	21,349,554	2,778,724
Personnel Services	540,397	6,324,919	6,553,433	228,515	7,149,200	824,281
Train Fuel Contract	413,509	3,387,235	3,251,663	(135,572)	3,620,000	232,765
Feeder Service	734,722	2,707,463	2,707,474	11	2,989,290	281,827
General & Administrative Expenses	168,605	1,350,798	1,545,897	195,099	1,684,510	333,712
Marketing Expenses	215,887	1,026,336	1,053,452	27,116	1,149,220	122,884
Professional Fees	19,367	441,088	626,083	184,995	683,000	241,912
Reserve	18,704	18,704	113,667	94,962	124,000	105,296
Expenses Transferred to Capital	(35,600)	(322,600)	(671,712)	(349,112)	(732,777)	(410,177)
TOTAL EXPENSES	\$3,857,279	\$33,504,773	\$34,496,621	\$991,847	\$38,015,997	\$4,511,224



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During May 2006, the SFRTA's Accounts Payable division processed 379 invoices totaling \$15,865,770.47 and disbursed 279 checks, excluding payroll, totaling \$19,011,395.23.

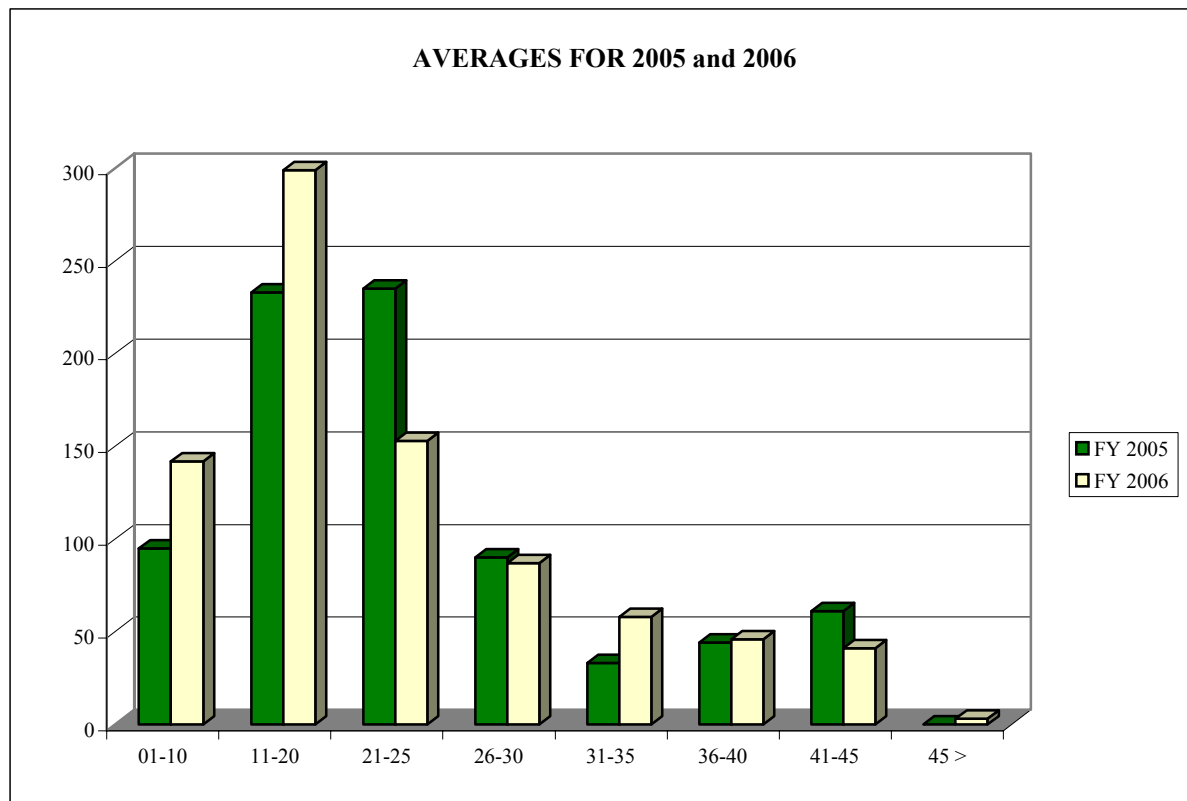
Invoices over \$2,500 represent 28.0% (78 checks) of all invoices processed in the month of May, and represent 98.0% of the value (\$18,553,453.77) of all checks processed in May 2006.

Accounts Payable processed 61.5% (48 checks) of the checks over \$2,500 within the 21-25 days, with 85.8.7% (67 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - MAY 2006
FOR INVOICES \$2,500 AND OVER

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2005 TO JUNE 2006		MONTHLY AVERAGE JULY 2004 TO JUNE 2005	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	17.1%	0 -10 Days	12.0%
11-20 Days	36.1%	11-20 Days	29.5%
21-25 Days	18.5%	21-25 Days	29.7%
26-30 Days	10.5%	26-30 Days	11.4%
31-35 Days	7.0%	31-35 Days	4.2%
36-40 Days	5.5%	36-40 Days	5.6%
41-45 Days	4.9%	41-45 Days	7.7%
Over 45 Days	0.4%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: JUNE 23, 2006
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
MAY 1, 2006 TO MAY 31, 2006**

INVOICE CYCLE	NO. INVOICES	PERCENT OF TOTAL	ACCUM %
0-10 days	18	23.1%	23.1%
11-20 days	19	24.4%	47.4%
21-25 days	11	14.1%	61.5%
26-30 days	19	24.4%	85.9%
31-35 days	2	2.6%	88.5%
36-40 days	1	1.3%	89.7%
41-45 days	5	6.4%	96.2%
Over 45 days	3	3.8%	100.0%
TOTAL INVOICES	78	100.0%	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: JUNE 23, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
MAY 1 TO MAY 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
5/4/2006	5/4/2006	5/4/2006	5/4/2006	0	FLORIDA DIVISION OF RETIREMENT	SFRTA Retirement -05/06	31,270.34
5/9/2006	5/9/2006	5/9/2006	5/9/2006	0	PRE TAX BENEFITS TRUST	SFRTA Agency Pretax Insurance -05/2006	4,025.03
5/9/2006	5/9/2006	5/9/2006	5/9/2006	0	STATE OF FLORIDA GROUP	SFRTA Agency Health Insurance -05/2006	58,832.32
5/10/2006	5/10/2006	5/12/2006	5/12/2006	2	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	55,462.95
5/10/2006	5/10/2006	5/12/2006	5/12/2006	2	DEPT OF FINANCIAL SVCS	Deferred Comp	7,355.39
5/10/2006	5/10/2006	5/24/2006	5/12/2006	2	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	55,250.39
5/10/2006	5/10/2006	5/24/2006	5/12/2006	2	DEPT OF FINANCIAL SVCS	Deferred Comp	7,250.48
5/10/2006	5/10/2006	5/10/2006	5/12/2006	2	FLORIDA POWER & LIGHT	Station Utilities	3,784.51
5/3/2006	5/3/2006	5/3/2006	5/9/2006	6	PROLOGIS TRUST	Administrative Office Rent	20,920.00
5/3/2006	5/3/2006	5/4/2006	5/9/2006	6	CENTER PORT BUSINESS	Office Rent	3,216.22
5/18/2006	5/18/2006	5/19/2006	5/24/2006	6	COPAN'S ROAD ASSOCIATE	New Office Rent -05/06	8,265.33
5/18/2006	5/18/2006	5/19/2006	5/24/2006	6	PROLOGIS TRUST	Office Rent Suite 200 -05/06	41,998.27
5/5/2006	5/5/2006	5/10/2006	5/12/2006	7	MIAMI DADE	Mia Feeder Svc	666,666.00
5/1/2006	5/1/2006	5/3/2006	5/9/2006	8	FLORIDA POWER & LIGHT	Station Utilities	4,991.13
5/15/2006	5/15/2006	5/17/2006	5/23/2006	8	FLORIDA POWER & LIGHT	Station Utilities	4,664.37
5/22/2006	5/22/2006	5/24/2006	5/31/2006	9	NEXTEL COMMUNICATIONS	Nextel -04/07-05/06/06	3,875.10
5/26/2006	5/26/2006	5/31/2006	6/7/2006	12	AMERICAN PUBLIC TRANSIT	APTA Dues -FY 06	16,720.00
5/10/2006	5/10/2006	5/17/2006	5/23/2006	13	BELLSOUTH	Reg Summ Bill -05/06	25,679.02
5/19/2006	5/19/2006	5/23/2006	6/1/2006	13	FLORIDA POWER & LIGHT	Station Utilities	4,181.47
4/20/2006	4/27/2006	5/4/2006	5/4/2006	14	UNUM LIFE INSURANCE	SFRTA Agency Life Insurance	3,611.57
4/25/2006	5/2/2006	5/3/2006	5/9/2006	14	WACKENHUT CORPORATION	Security Officers	58,249.55
5/18/2006	5/18/2006	5/23/2006	6/1/2006	14	FLORIDA POWER & LIGHT	Station Utilities	13,101.61
5/3/2006	5/9/2006	5/10/2006	5/18/2006	15	C2 GROUP LLC	Fed/Leg Consult -05/06	8,167.00
5/3/2006	5/10/2006	5/10/2006	5/22/2006	19	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -04/16-30/06	68,730.00
4/19/2006	4/27/2006	5/3/2006	5/9/2006	20	MERIDIAN MANAGEMENT	Station Maint -03/06	93,529.18
4/27/2006	5/10/2006	5/10/2006	5/17/2006	20	HOLLAND & KNIGHT LLP	Gen Coun BR RFP -05/06	6,351.76
4/27/2006	5/5/2006	5/10/2006	5/18/2006	21	ASCOM TRANSPORT SYSTEM	TVM Comp Supp -05/06	13,060.00
5/2/2006	5/12/2006	5/17/2006	5/23/2006	21	WACKENHUT CORPORATION	Security Officers W/E-04/23/06	61,060.42
5/17/2006	5/25/2006	5/31/2006	6/7/2006	21	ASCOM TRANSPORT SYSTEM	TVM Comp Supp -05/06	13,060.00
5/17/2006	5/30/2006	5/31/2006	6/7/2006	21	IMPACT IMAGES	Mrkt Supp -05/06	5,624.12
4/24/2006	4/28/2006	5/10/2006	5/17/2006	23	A GOLDSTEIN & COMPANY	Marketing Supp -05/06	3,259.00
5/15/2006	5/26/2006	5/31/2006	6/7/2006	23	CSX TRANSPORTATION	Disp Exp -01/31-04/27/06	32,126.12
5/15/2006	5/24/2006	5/31/2006	6/7/2006	23	HOLLAND & KNIGHT LLP	Gen Coun Boca RFP -05/06	8,725.34

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: JUNE 23, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
MAY 1 TO MAY 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
4/19/2006	4/28/2006	5/3/2006	5/15/2006	26	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc	68,820.00
5/12/2006	5/22/2006	5/31/2006	6/7/2006	26	GREENBERG TRAUIG LLP	Gen Coun -04/06	10,416.66
4/19/2006	4/28/2006	5/10/2006	5/17/2006	28	BITNER GOODMAN	Marketing Supp -05/06	59,706.32
4/20/2006	5/4/2006	5/10/2006	5/18/2006	28	HERZOG TRANSIT SERVICE	Motor Traction Repair -05/06	95,940.04
4/19/2006	4/28/2006	5/10/2006	5/17/2006	28	PRINTING CORPORATION	Marketing Supp -05/06	3,300.00
5/10/2006	5/26/2006	5/31/2006	6/7/2006	28	WACKENHUT CORPORATION	Wackenhut W/E -04/24-30/06	59,173.05
4/19/2006	4/28/2006	5/10/2006	5/18/2006	29	EDCO AWARDS & SPECIALTIES	Marketing Supplies	3,073.00
4/24/2006	5/4/2006	5/17/2006	5/23/2006	29	MERIDIAN MANAGEMENT	Station Maint -03/06	23,473.69
5/9/2006	5/15/2006	5/31/2006	6/7/2006	29	PRINTING CORPORATION	Mrkt Supp -05/06	16,419.00
5/8/2006	5/15/2006	5/31/2006	6/7/2006	30	WLRN	Radio Advertisement -05/06	4,900.00
5/4/2006	5/10/2006	5/31/2006	6/7/2006	34	WXEL TV/FM	FM Underwriting -05/06	4,614.40
4/19/2006	4/28/2006	5/17/2006	5/30/2006	41	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -04/01-15/06	4,485.00
4/27/2006	5/10/2006	5/31/2006	6/7/2006	41	BITNER GOODMAN	Public Relations -05/06	6,727.50
4/10/2006	4/25/2006	5/17/2006	5/23/2006	43	HERZOG TRANSIT SERVICE	Base Comp -03/16-31/06	499,573.00
4/7/2006	4/20/2006	5/17/2006	5/22/2006	45	BV OIL COMPANY	Train Fuel -03/24-4/30/06	145,868.46
4/20/2006	5/8/2006	5/31/2006	5/23/2006	33	CONTINENTAL PLASTIC CARD	Mrkt Supp -04/06	3,400.00
4/20/2006	5/4/2006	5/31/2006	6/2/2006	43	HERZOG TRANSIT SERVICE	Base Comp -04/01-15/06	605,143.00
3/14/2006	5/1/2006	5/3/2006	5/9/2006	56	HOLLAND & KNIGHT LLP	Boca RFP -03/06	30,844.59
TOTAL # OF CHECKS DISTRIBUTED				51	TOTAL OPERATING EXPENSES		\$ 3,058,941.70

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: JUNE 23, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
MAY 1 TO MAY 31, 2006

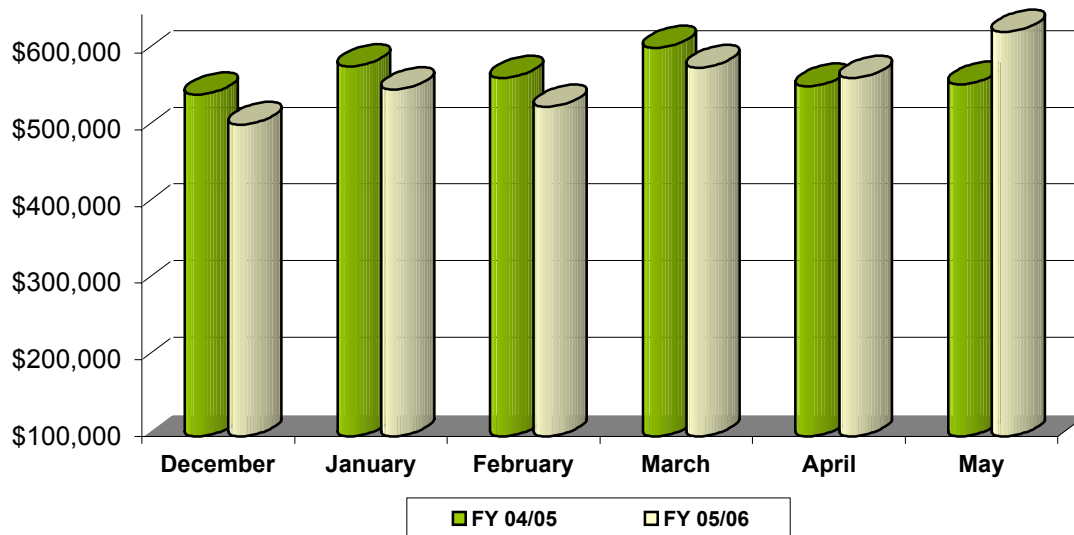
RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENSES							
5/9/2006	5/9/2006	5/10/2006	5/10/2006	1	AON RISK SERVICES INC	GG RR INS -03/06	5,250.00
4/26/2006	4/28/2006	5/3/2006	5/3/2006	7	COLORADO RAILCAR MAN	DMU Mobilization	98,000.00
4/27/2006	4/27/2006	5/10/2006	5/10/2006	13	DMJM HARRIS	Seg 5 Materials	418,082.94
4/26/2006	4/26/2006	5/3/2006	5/9/2006	13	CSX TRANSPORTATION	NRB -01/28-05-02/22/06	75,222.60
5/10/2006	5/10/2006	5/17/2006	5/24/2006	14	CSX TRANSPORTATION	NRB -02/11/06-03/17/06	59,274.51
5/10/2006	5/17/2006	5/17/2006	5/24/2006	14	CARTER AND BURGESS INC	Transit Dev -02/25-03/31/06	17,757.50
5/24/2006	5/24/2006	5/31/2006	6/7/2006	14	CSX TRANSPORTATION	INS & COMM NRB -11/21/05-03/10/06	14,922.93
4/24/2006	5/1/2006	5/3/2006	5/9/2006	15	PARSONS TRANSPORTATION	SR PR MNGMT ASST/SEG 5 -03/06	20,778.24
4/24/2006	4/24/2006	5/12/2006	5/12/2006	18	DMJM HARRIS	Seg 5 Materials	121,008.53
5/19/2006	5/25/2006	5/31/2006	6/7/2006	19	AMERICAN WAREHOUSE SYSTEM	IT SUPP -05/06	6,201.50
5/12/2006	5/18/2006	5/23/2006	6/1/2006	20	MCI WORLDCOM	SEG 5 -01-05/06	20,240.00
4/26/2006	5/5/2006	5/10/2006	5/17/2006	21	KIMLEY HORN AND ASSOCIATES	Legislative Agenda -FY05/06 -03/06	5,355.84
5/2/2006	5/10/2006	5/17/2006	5/24/2006	22	CORRADINO GROUP	Transit Dev -02/06	3,404.10
5/10/2006	5/10/2006	5/30/2006	6/1/2006	22	TRI COUNTY RAIL CONSTRUCTORS	SEG 5 MAT -03/06	7,603,121.47
4/24/2006	5/5/2006	5/10/2006	5/17/2006	23	GANNET FLEMING INC	Plan & Staff Supp -12/24/05-03/31/06	5,259.97
5/4/2006	5/26/2006	5/31/2006	5/31/2006	27	MID AMERICA CAR INC.	Loco Overhaul -05/01/06	265,080.50
5/5/2006	5/10/2006	5/30/2006	6/1/2006	27	TRI COUNTY RAIL CONSTRUCTORS	Retainage -05/06	3,086,390.99
4/6/2006	5/7/2006	5/4/2006	5/4/2006	28	COLORADO RAILCAR MAN	DMU Mobilization	803,600.00
4/21/2006	4/27/2006	5/19/2006	5/19/2006	28	COLORADO RAILCAR MAN	DMU Mobilization	668,000.00
4/21/2006	4/27/2006	5/19/2006	5/19/2006	28	COLORADO RAILCAR MAN	DMU Mobilization	588,000.00
4/21/2006	4/27/2006	5/19/2006	5/19/2006	28	COLORADO RAILCAR MAN	DMU Mobilization	588,000.00
4/25/2006	5/7/2006	5/24/2006	5/24/2006	29	COLORADO RAILCAR MAN	DMU Mobilization	803,600.00
5/2/2006	5/24/2006	5/24/2006	5/31/2006	29	HDR ENGINEERING INC	Holland Pk Mit -02/06	6,609.60
4/24/2006	5/11/2006	5/17/2006	5/24/2006	30	HDR ENGINEERING INC	Holland Pk Mit -03/06	9,583.80
4/24/2006	5/18/2006	5/23/2006	6/1/2006	38	PARSONS TRANSPORTATION	Ext Signage Consult -01/06	65,204.43
4/13/2006	5/25/2006	5/31/2006	6/7/2006	55	CHARLAND RUREY CONSTRUCTION	GG Stat -03/06	126,736.34
3/7/2006	5/10/2006	5/17/2006	5/24/2006	78	PARSONS BRINCKERHOFF	Consult Svcs (GGS) -02/01-09/02/05	9,826.28
				27	TOTAL CAPITAL EXPENDITURES		\$ 15,494,512.07
		Item Total		78	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 18,553,453.77

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MAY 2006**

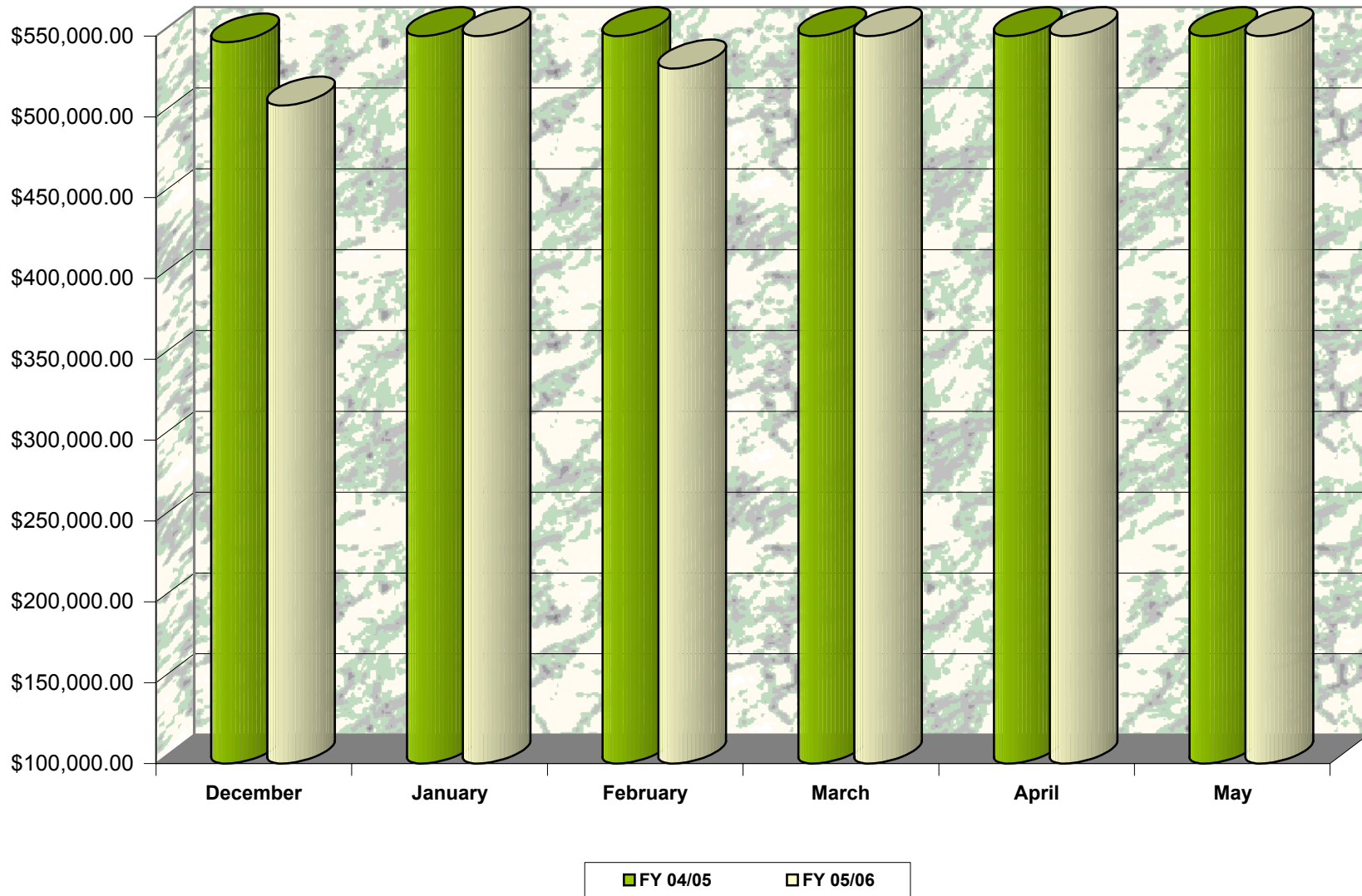
REVENUE - MAY 2006

DESCRIPTION	May-05	May-06	VARIANCE	%
Weekday Sales	450,765	530,264	79,499	17.6%
Weekend Sales	94,982	85,297	(9,685)	-10.2%
Other Income	13,848	11,950	(1,898)	-13.7%
Total Revenue	559,595	627,511	67,917	12.1%

**Revenue Monthly Trends
FY 04/05 and FY 05/06**



**Annual Trends
FY 04/05 and FY 05/06**

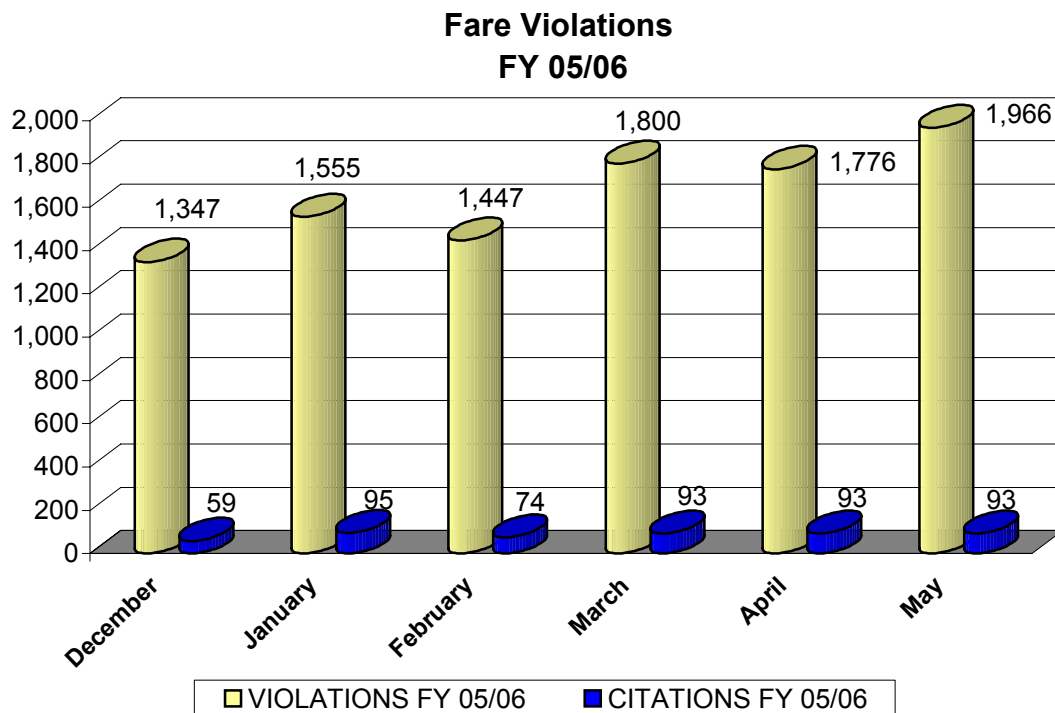


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
DECEMBER 2005 TO MAY 2006**

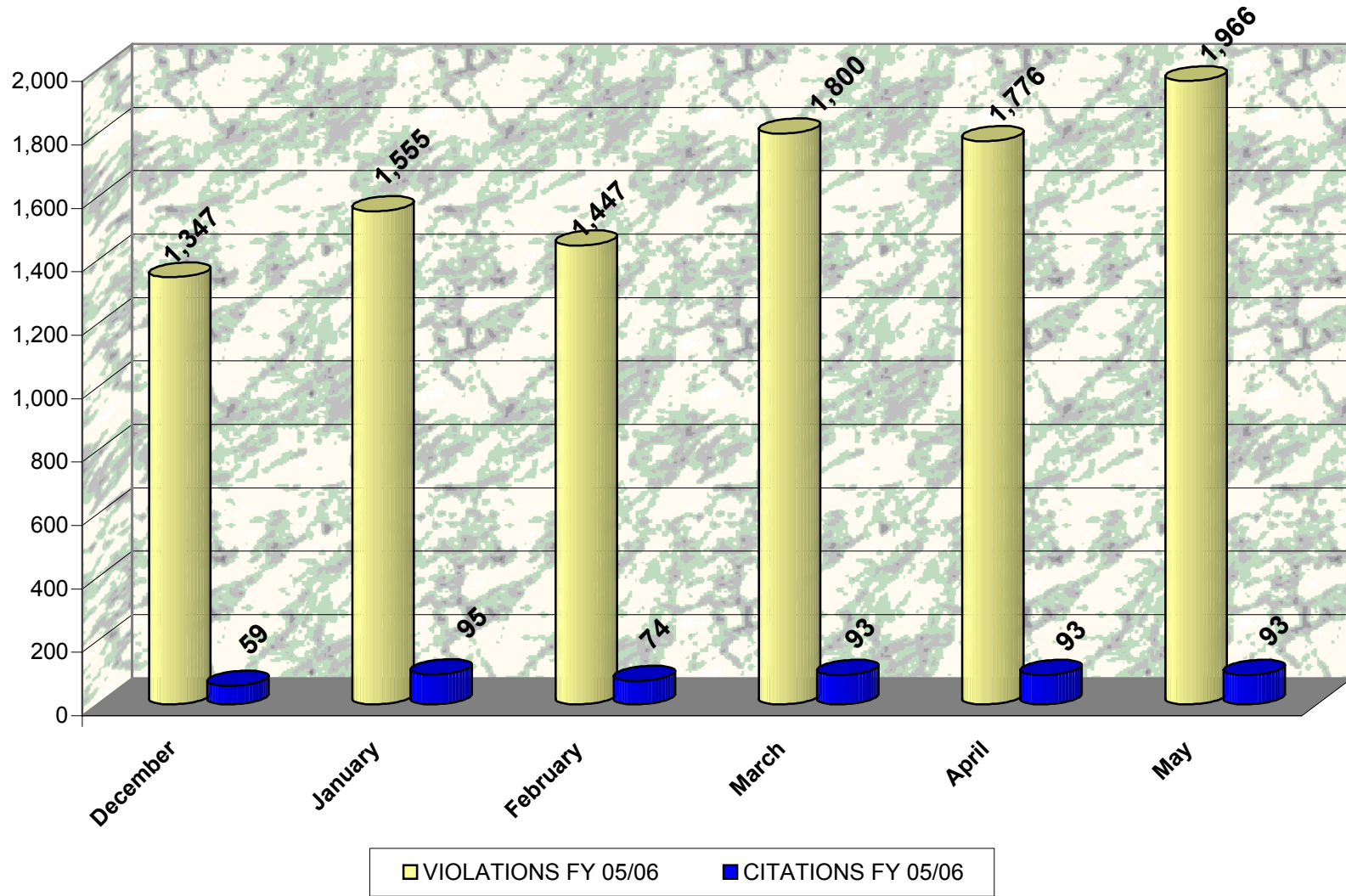
MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
DECEMBER 2005	172,526	1,347	59	1,284	83%
JANUARY 2006	175,605	1,555	95	1,457	78%
FEBRUARY 2006	173,825	1,447	74	1,368	80%
MARCH 2006	199,736	1,800	93	1,698	80%
APRIL 2006	192,193	1,776	93	1,680	75%
MAY 2006	208,697	1,966	93	1,868	72%
AVERAGE	187,097	1,649	85	1,559	78%

FARE EVASION % **0.94%**

FINES \$ **7,658**



**Fare Violations
FY 05/06**





Solicitation Status Report May 2006

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Estimated Budget	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS) Contract Admin.: B. Guida Proj. Mgr.: R. Matthews	TBD	31-Mar-06	25-Apr-06	25-Apr-06	07-Aug-06	Anticipated Early Fall 2006
06-101	*RFP	Dispatch Services Contract Admin.: R. Becker Proj. Mgr.: E. Byers	TBD	Anticipated Fall 2006	TBD	TBD	TBD	TBD
06-848	*RFP	Maintenance of Way (MOW) Services Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	TBD	Anticipated Fall 2006	TBD	TBD	TBD	TBD
06-610	ITB	Engine House Roof Replacement Contract Admin.: B. Kohlberg Proj. Mgr.: E. Byers	\$800,000 - \$950,000	30-Apr-06	01-May-06	11-May-06	01-Jun-06	TBD
06-852	ITB	Holland Park Mitigation Project Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	\$350,000 - \$450,000	30-Apr-06	01-May-06	16-May-06	06-Jun-06	23-Jun-06

*These dates are currently tentative.



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of May 2006**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
15-May-06 Contractor Project Justification	P.O. No. 06-000461 Florida Conflict Resolutions Consortium Strategic Visioning Retreat Strategic Visioning Retreat for Board Members as per Fixed Price Quote dated March 7, 2006. To include all associated expenses for preparations, design, interviews, facilitating and documenting a one (1) day strategic visioning retreat session process with SFRTA Board Members and Senior Staff.	Purchase Order	10,000.00	N/A
26-May-06 Contractor Project Justification	P.O. No. 06-000477 Sun Sentinel Advertising Advertising campaign for May 2006 - "More Trains, More Often."	Purchase Order	20,000.00	N/A



Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of May 2006

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for a CREDIT for the deletion of the lights on the bike path at the new Boca Raton Station. There is no time modification required for this change.	Change Order No. 124	(168,544.53)	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To increase the Not-To-Exceed amount for Category "B" Work. The revised NTE for Category "B" Work is \$4,630,450.00. There is no additional time required for this Change Order.	Change Order No. 127	250,000.00	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To increase the Not-To-Exceed amount for Category "A" Signal Work. The revised NTE for Category "A" Signal Work is \$34,032,793.00. There is no additional time required for this Change Order.	Change Order No. 8.07	1,750,000.00	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To increase the Contract value to reimburse TCRC for revisions to CP North Dania. There is no time modification required for this change.	Change Order No. 128	15,669.68	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To reimburse the Contract for eligible costs incurred pursuant to Partnering efforts. There is no time modification required for this change.	Change Order No. 129	28,349.67	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for a CREDIT to SFRTA/Tri-Rail for an adjustment to T&M Change Order No. 86 based on actual amounts billed. There is no time modification required for this change.	Change Order No. 86.01	(329,892.76)	N/A
02-May-06 Contractor Project	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project	Change Order No. 121.01	(150,362.99)	N/A



**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of May 2006**

AGENDA ITEM: J

Justification	To provide for a CREDIT to SFRTA/Tri-Rail for an adjustment to T&M Change Order No. 121 based on actual amounts billed. There is no time modification required for this change.			
Date Signed	Contract No.	Contract Action	Amount \$	Term
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for a CREDIT to SFRTA/Tri-Rail for the deletion of Reconstructive Track Work South of IRIS Diamond. There is no time modification required for this change.	Change Order No. 130	(310,163.97)	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for a CREDIT to SFRTA/Tri-Rail for the reduction of installation of On-Board PIS Equipment. There is no time modification required for this change.	Change Order No. 131	(3,500.00)	N/A
02-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To increase the Not-To-Exceed amount for Category "A" Live Track Work. The revised NTE for Category "A" Live Track Work is \$13,804,396.00. There is no additional time required for this Change Order.	Change Order No. 9.07	2,000,000.00	N/A
02-May-06 Contractor Project Justification	05-850 Charland Rurey Construction, Inc. Golden Glades Station Repair and Completion of Construction To increase the Not-To-Exceed amount for construction services for the completion of Golden Glades Station to cover additional work required. This change will result in a revised total NTE Contract amount of \$752,547.00 and will require 38 days of additional time for the work included in the Change Order No. 3.	Change Order No. 3	177,001.00	N/A
09-May-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for a CREDIT to SFRTA/Tri-Rail for the deletion of the construction of the C-11 Canal Bridge and related work. There is a reduction of 69 calendar days in Contract time as part of this Change Order.	Change Order No. 122	(1,587,223.23)	N/A
09-May-06 Contractor Project Justification	AI224/JPA NO.42 Florida Department of Transportation (FDOT) Double Track Corridor Improvement Program - Segment 5 Project To increase FDOT participation to assist the SFRTA to complete the Double-Track Corridor Improvement Program Segment 5 and New River Bridge Project and related activities.	Supplement No. 20	2,000,000.00	N/A